

Dated the 5th day of July 2021

THE INVESTORS NAMED IN SCHEDULE 4

AND

THE ORDINARY SHAREHOLDERS NAMED IN SCHEDULE 5

AND

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED

AND

OTHER PARTIES NAMED HEREIN

SHAREHOLDERS' AGREEMENT

Table of Contents

Contents	Page
1 INTERPRETATION	2
2 EFFECTIVE DATE	9
3 BUSINESS OF THE COMPANY AND ITS MANAGEMENT.....	9
4 ADDITIONAL RIGHTS ATTACHING TO PREFERENCE SHARES	12
5 ISSUE OF NEW SHARES.....	18
6 TRANSFER OF SHARES	19
7 RIGHT OF CO-SALE.....	20
8 TERMS AND CONSEQUENCES OF TRANSFER OF SHARES	21
9 DURATION AND TERMINATION	22
10 CONFIDENTIALITY AND PUBLIC ANNOUNCEMENT.....	23
11 NOTICE	24
12 GENERAL	25
13 GOVERNING LAW AND JURISDICTION.....	28
14 PROCESS AGENTS	28
SCHEDULE 1 - RESERVED MATTERS REQUIRING CONSENT FROM THE INVESTOR'S APPOINTED DIRECTORS.....	S1-1
SCHEDULE 2 - DEED OF ADHERENCE	S2-1
SCHEDULE 3 - SHAREHOLDING STRUCTURE OF THE COMPANY AS AT THE DATE OF THIS AGREEMENT	S3-1
SCHEDULE 4 - INVESTORS	S4-1
SCHEDULE 5 - ORDINARY SHAREHOLDERS	S5-1
SCHEDULE 6 - LIST OF THE PRC COMPANIES	S6-1
SCHEDULE 7 - EVENT OF DEFAULT.....	S7-1
SCHEDULE 8 - INDEMNIFICATION AGREEMENT	S8-1
EXECUTION	

THIS SHAREHOLDERS' AGREEMENT is made on 5th July 2021

BETWEEN

- (1) The persons named in Schedule 4 (together, the “**Investors**”, and each of them, an “**Investor**”);
- (2) TYCOON CHOICE GLOBAL LIMITED, a company incorporated under the Laws of the British Virgin Islands, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands (the “**BVI Company**”);
- (3) Baide Medical Investment Company Limited (百德医疗投资有限公司), a company incorporated under the Laws of Hong Kong, whose registered office is at Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong (the “**HK Company**”);
- (4) AUTO KING INTERNATIONAL LIMITED, a company incorporated under the Laws of the British Virgin Islands, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands (the “**Founder Holdco**”, together with the Founder, the “**Founder Parties**”);
- (5) The entities as set forth on Schedule 6 (each a “**PRC Company**”, and collectively, the “**PRC Companies**”); and
- (6) WU HAIMEI (吴海梅), a PRC citizen with PRC identity card number 350321198107131567 (the “**Founder**”) and other persons named in Schedule 5 (together with the Founder, the “**Ordinary Shareholders**”, and each of them an “**Ordinary Shareholder**”); and
- (7) **Bettors Medical Investment Holdings Limited** (the “**Company**”), a company incorporated under the laws of the Cayman Islands and having its registered office at Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1- 1111, Cayman Islands and its principal place of business in Hong Kong of Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong.

WHEREAS

- (A) The Company is a limited liability company incorporated under the laws of the Cayman Islands.
- (B) The Investors have agreed to purchase from the Company, and the Company has agreed to sell an aggregate number of 1,269,500 Preference Shares of the Company on the terms and conditions as set forth in the subscription agreement dated 30 June 2021 (the “**Subscription Agreement**”), by, among the Group, the Founder Parties and Investors.
- (C) As at the date of this Agreement, the Company has an issued share capital of HK\$112,695 divided into 10,000,000 Ordinary Shares and 1,269,500 Preference Shares. The shareholding structure of the Company as at the date of this Agreement is set forth in Schedule 3 hereto.
- (D) Each of the Investors and each of the Ordinary Shareholders have agreed that their respective rights as shareholders in the Company and their rights between them shall be

regulated by the provisions of this Agreement and the Articles (as defined below) and the Company has agreed with each of the Investors and each of the Ordinary Shareholders to comply with such of the matters contained in this Agreement as they relate to the Company.

NOW IT IS HEREBY AGREED as follows:

1 INTERPRETATION

1.1 In this Agreement, except where the context requires otherwise, capitalized terms shall have the meanings assigned to them in this Clause 1.1, and the capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to it under the Subscription Agreements.

“**Acceptance Notice**” has the meaning given to it in Clause 6.1.2;

“**Allocable Shares**” has the meaning given to it in Clause 7.2;

“**Annual Budget**” means the annual profit and cash flow forecast and capital expenditure budget of the Group;

“**Articles**” means the memorandum and articles of association of the Company from time to time in force;

“**Authority**” means any government, governmental authority, regulatory or administrative agency, department, commission, board, bureau, other authority or instrumentality, domestic or foreign, any other person with apparent authority exercising governmental functions, and any court, arbitrator or other person with power to impose civil or criminal penalties or bind parties to a dispute;

“**Board**” means the board of Directors;

“**BOCI**” means BOCI Investment Limited, a company incorporated under the laws of Hong Kong and having its registered office at 26/F Bank of China Tower, 1 Garden Road, Central, Hong Kong, one of the Investors;

“**Business Day**” means a day (excluding Saturdays, Sundays and public holidays in Hong Kong, the Cayman Islands, the British Virgin Islands or the PRC, as applicable, or days on which a tropical cyclone warning No. 8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9 a.m. and 5 p.m.) on which licensed banks generally are open for business in Hong Kong, the Cayman Islands, the British Virgin Islands or the PRC, as applicable;

“**Business Plan**” means the annual business plan of the Group;

“**CIETAC**” has the meaning given to it in Clause 13.2;

“**Co-Sale Pro Rata Portion**” means the product obtained by multiplying (x) the Residual Shares by (y) a fraction, the numerator of which is the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such Co-Sale Right Investor and the denominator of which is the aggregate number of Ordinary Shares (calculated on an as-

converted basis) held by the Proposed Selling Shareholder and all the Co-Sale Right Investors.

“**Co-Sale Right Exercising Investors**” has the meaning given to it in Clause 7.2;

“**Co-Sale Right**” has the meaning given to it in Clause 7.1;

“**Co-Sale Right Investor**” has the meaning given to it in Clause 7.1;

“**Costs**” means Liabilities, losses, damages, costs (including legal costs) and expenses (including Tax), in each case of any nature whatsoever;

“**Conversion Notice**” has the meaning given to it in Clause 4.2.3;

“**Conversion Price**” has the meaning given to it in Clause 4.2.1;

“**Directors**” means the directors of the Company from time to time and “**Director**” means any one of them;

“**Effective Date**” has the meaning given in Clause 2;

“**ESOP**” means any employee share incentive plan of the Company, covering the grant or issuance of Ordinary Shares (or options therefor) to employees, officers, directors, or consultants of a Group Company;

“**ESOP Share**” means any Ordinary Share issued pursuant to the ESOP;

“**Event of Default**” has the meaning given on Schedule 7;

“**Existing Investor**” has the meaning given in Clause 4.3.2;

“**Excess Offered Securities**” has the meaning given in Clause 5.1;

“**Fully-Exercising Participation Rights Holder**” has the meaning given in Clause 5.1;

“**General Meeting**” means a meeting of the Ordinary Shareholders and the Preference Shareholders convened and held in accordance with the Articles and the Statute;

“**Governmental Order**” means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, ordinance, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any competent Regulatory Authority;

“**Group**” or “**Group Companies**” means collectively, the Company, the BVI Company, the HK Company, the PRC Companies, each person (except individuals) Controlled by the Company and their respective Subsidiaries from time to time (each a “**Group Company**”), unless the text specifically indicates otherwise;

“**HK\$**” means Hong Kong dollars, the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**IFRS**” means the International Financial Reporting Standards;

“**Investor’s Appointed Director**” has the meaning given to it in Clause 3.2.2;

“**Law**” or “**Laws**” means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Regulatory Authority, in each case as amended, and any and all applicable Governmental Orders;

“**Lien**” means any mortgage, pledge, lease, charge, hypothecation, assignment, encumbrance, lien (statutory or other), preference, priority, notice, subordination agreement, security interest, deed of trust, right of first refusal, option, conditional sale, title retention, hire purchase, sale and repurchase, financial lease, bailment, exercise of right, adverse claim or other arrangement of any kind or nature whatsoever which is intended as security or has the effect of providing security (including any deposit of funds which cannot be terminated without penalty or without the consent of a person other than the depositor);

“**Liquidation Event**” has the meaning given to it in Clause 4.1.1;

“**Listing**” means the listing of the Ordinary Shares on a recognized stock exchange pursuant to a Qualified IPO;

“**Listing Rules**” means the Rules Governing the Listing of the Securities on the Main Board of the Stock Exchange of Hong Kong Limited, if the Company is to be listed in Hong Kong, or the rules governing the listing of the securities in other jurisdictions, as applicable;

“**Liquidation Distribution**” means, with respect to each Preference Share: (i) an amount equal to the issue price of the Preference Share; together with (ii) an annual interest rate of 12% calculated on a compound basis based on the actual number of days elapsed between the issue date of that Preference Share and the date of the Liquidation Event plus all dividends declared and unpaid with respect thereto; minus (iii) an amount equal to any dividend in respect of that Preference Share paid and received on or before the date of the Liquidation Event and any compensation in connection with the Liquidation Event paid and/or received from the Founder Parties on or before the date of the Liquidation Event;

“**Material Adverse Change**” means any of the following circumstances, changes or effects involving the Group that, individually or together with other events, occurrences, facts, conditions or developments that: (a) have, or could reasonably expected to have, adverse effect to the operations, business, Listing, or in the financial or trading position of the Company and/or of the Group as a whole which has resulted in a reduction of 20% in the Group’s net asset value as compared with the net assets of the Group as stated in its audited consolidated financial statements for immediately preceding financial year; or (b) results in the Group and/or any of the Founder Parties to have materially breached any of the Transaction Documents;

“**Minimum IRR**” means an internal rate of return of 15% calculated on compound basis;

“**MOC**” means the Ministry of Commerce of the PRC or its local counterparts;

“**New Issue Notice**” has the meaning given to it in Clause 5.1;

“**Notice**” has the meaning given to it in Clause 11.1;

“**Obligation**” includes any legal Liability or obligation (whether direct or indirect, absolute or contingent, now existing or hereafter arising), for money or for performance, voluntary or involuntary, whether arising by operation of Law, by contract, covenant, in tort, by statute or otherwise, matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent, disputed or undisputed, secured or unsecured, general or limited;

“**Offered Securities**” has the meaning given in Clause 5.1;

“**Office Hours**” means 9.30 a.m. to 5.30 p.m. on a day on which licensed banks are open for business in the relevant jurisdiction;

“**Ordinary Shares**” means the ordinary shares of the Company, par value HK\$0.01 per Ordinary Share;

“**Ordinary Share New Issuance Price**” has the meaning given to it in Clause 4.2.8;

“**Original Subscription Price**” has the meaning given to it in Clause 4.2.1;

“**Participation Rights Holder**” has the meaning given to it in Clause 5.1;

“**Parties**” means the parties to this Agreement (and their permitted transferees, successors and assigns) and “**Party**” means any one of them;

“**PRC**” means the People’s Republic of China, but solely for purposes of this Agreement and the other Transaction Documents, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the Islands of Taiwan;

“**Pre-emptive Share**” of a Shareholder means the ratio of (i) the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such Participation Rights Holder to (ii) the total number of Ordinary Shares (calculated on an as-converted basis) held by all of the Participation Rights Holders immediately prior to any Proposed Issuance as contemplated in Clause 5 of this Agreement;

“**Preference Share(s)**” means the 1,269,500 convertible redeemable preferred shares of the Company, par value HK\$0.01 per share, with the rights, privileges and restrictions as set forth in the Subscription Agreement and the Articles;

“**Preference Share New Issuance Price**” has the meaning given to it in Clause 4.2.8;

“**Preference Share Purchase Date**” has the meaning given to it in Clause 4.2.4;

“**Preference Shareholder(s)**” means holder(s) of any Preference Share;

“**Proposed Issuance**” has the meaning given to it in Clause 5.1;

“**Proposed Issuance Price**” has the meaning given to it in Clause 5.1;

“**Proposed Offeree**” has the meaning given to it in Clause 5.1;

“**Proposed Selling Shareholder**” has the meaning given to it in Clause 6.1.1;

“**Proposed Transferee**” has the meaning given to it in Clause 6.1.1(ii);

“**Qualified IPO**” means a public offering of Ordinary Shares (or securities representing such Ordinary Shares) on the Main Board of the Stock Exchange of Hong Kong Limited, Nasdaq, New York Stock Exchange or any other comparable internationally recognized stock exchange approved by the Investors with a market capitalization of the Group excluding the amount of proceeds obtained from the Listing (i.e., excluding the market value corresponding to newly issued shares in the public offering of the Company) being not less than RMB2.5 billion (or equivalent amount in other currencies);

“**Recapitalisation**” means, with respect to any Share, a split, subdivision, combination, consolidation, stock dividend, reclassification or the like;

“**Repurchase Amount**” means, for each Preference Share, the sum of (i) the Original Subscription Price; (ii) an amount sufficient to afford the Investor its Minimum IRR, calculated as of the date of payment of the Repurchase Amount (taking into account the sum of any cash dividend paid to the Investor on or before the date of payment of the Repurchase Amount); and (iii) all Costs and disbursements reasonably incurred by the Investor in connection with the repurchase;

“**Repurchase Right**” has the meaning given in Clause 4.3.1;

“**Repurchase Events**” has the meaning given in Clause 4.3.1;

“**Repurchase Notice**” has the meaning given in Clause 4.3.2;

“**Redeeming Preference Share**” has the meaning given in Clause 4.3.2;

“**Regulatory Authorities**” means any nation or government, or any federation, province or state or any other political subdivision thereof; any entity, Authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government Authority, agency, department, board, commission or instrumentality of the PRC, the Cayman Islands, the British Virgin Islands, Hong Kong or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization, including without limitation, the MOC, SAFE, the Stock Exchange and the SFC;

“**Residual Shares**” has the meaning given in Clause 6.3;

“**Restated Articles**” means the Restated Articles of Association of the Company;

“**RMB**” means the lawful currency of the PRC;

“ROFR Pro Rata Portion” means, with respect to an Investor, the ratio of (i) the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such Investor, to (ii) the total number of Ordinary Shares (calculated on an as-converted basis) held by all the Investors;

“Right” has the meaning given to it in Clause 12.13;

“SAFE” means the State Administration of Foreign Exchange of the PRC or its local counterparts;

“Securities” means, with respect to a person, any shares, share capital, registered capital, ownership interest, membership interest, partnership interest, units, profit interest, equity interest, or other securities of such person, and any right, warrant, option, call, commitment, conversion privilege, pre-emptive right or other right to subscribe for, acquire or purchase any of the foregoing, or any other security or instrument convertible into or exercisable or exchangeable for any of the foregoing, or any equity appreciation, phantom equity, equity plans or similar rights with respect to such person, or any contract of any kind for the purchase or acquisition from such person of any of the foregoing, either directly or indirectly;

“Selling Shareholders” has the meaning given to it in Clause 4.5.1;

“SFC” means the Hong Kong Securities and Futures Commission;

“Share(s)” means Ordinary Share(s) and the Preference Share(s);

“Shareholders” means the holders of the Shares from time to time and **“Shareholder”** means any one of them;

“Statute” means the Companies Law (as amended) of the Cayman Islands, as amended, and every statutory modification or re enactment thereof for the time being in force;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Submissions” means the consultations, enquiries and submissions submitted or to be submitted to The Stock Exchange of Hong Kong Limited by the Group or its advisers, together with any and all further submissions and replies in connection therewith;

“Subscription Agreement” has the meaning given to it in Recital (B);

“Subscription Notice” has the meaning given to it in Clause 5.1;

“Subsidiary” or **“Subsidiaries”** means, with respect to any given person, any other person that is Controlled directly or indirectly by such given person;

“Suzhou Baide” has the meaning given to it in Schedule 6;

“Tag-Along Notice” has the meaning given to it in Clause 7.1;

“Taxation” or **“Tax”** means any form of taxation, duty, levy, withholding tax, transfer tax or other similar legally mandated contributions in the nature of tax imposed, collected,

withheld or assessed by any Regulatory Authority or body in the Cayman Islands, the PRC, Hong Kong, the British Virgin Islands or elsewhere in the world, whether levied by reference to income, profits, gains, asset value, turnover, added value or other reference and includes any related penalty, interest or fine arising from the late or non-payment thereof;

“Trade Sale” means (i) a sale, lease, transfer or other disposition of at least 50% of the assets of the Group Companies (taken as a whole), (ii) a transfer or an exclusive licensing of all or substantially all of the assets of the Group Companies (taken as a whole), (iii) a sale, transfer or other disposition of a majority of the issued and outstanding shares of the Company or a majority of the voting power (each on an as-converted basis) of the Company; or (iv) a merger, consolidation or other business combination of the Company with or into any other business entity in which the shareholders of the Company immediately after such merger, consolidation or business combination hold Shares representing less than a majority of the voting power of the outstanding share capital of the surviving business entity;

“Trade Sale Distribution” means, with respect to each Preference Share: (i) an amount equal to the issue price of the Preference Share; together with (ii) the Minimum IRR based on the actual number of days elapsed between the issue date of that Preference Share and the date of the Trade Sale plus all dividends declared and unpaid with respect thereto; minus (iii) an amount equal to any dividend in respect of that Preference Share paid and received on or before the date of the Trade Sale and any compensation in connection with the Trade Sale paid and/or received from the Founder Parties on or before the date of the Trade Sale;

“Transaction Documents” means this Agreement, the Subscription Agreement, the Restated Articles, the exhibits attached to any of the foregoing and any other document, certificate, and agreement delivered in connection with the transactions contemplated hereby and thereby;

“transfer” means every mode, direct or indirect, absolute or conditional, voluntary or involuntary, of disposing of or parting with property or an interest in the property, including sale, encumbrance, pledge, creation of a Lien, retention of title as a security interest and foreclosure of equity of redemption;

“Transfer Notice” has the meaning given to it in Clause 6.1.1;

“Transferee” has the meaning given to it in Clause 8.3;

“Transferor” has the meaning given to it in Clause 8.3;

“United States” shall mean the United States of America; and

“US\$” means the lawful currency of the United States.

1.2 Legislation and subordinate legislation

References to a statutory provision include any subordinate legislation made from time to time under that provision.

1.3 Modification etc. of statutes

References to a law, statute or statutory provision include that law, statute or provision as from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to this Agreement provided that nothing in this Clause shall operate to increase the Liability of any Party beyond that which would have existed had this Clause been omitted.

1.4 Clauses, schedules etc.

References to this Agreement include any Recitals and Schedules to it and references to Clauses and Schedules are to clauses of and schedules to this Agreement.

1.5 Singular, plural, gender etc.

1.5.1 References to one gender include all genders and references to the singular include the plural and vice versa.

1.5.2 References to a “person” shall be construed so as to include any individual, firm, business, company, body corporate or unincorporated or other juridical person, Authority, federation, state or agency thereof or any joint venture, association, partnership or trust, whether or not having separate legal personality or any authority.

1.5.3 References to a “company” shall be construed as to include any company, corporation or any other body corporate, whether and however incorporated or established.

1.5.4 References to times of the day are to Hong Kong time.

1.5.5 Where in this Agreement, any Liability is undertaken by two or more persons, the Liability of each of them shall be several but not joint nor joint and several, unless otherwise specified in this Agreement.

1.5.6 References to “on an as-converted basis” shall mean assuming conversion of all Preference Shares into Ordinary Shares.

1.6 Headings

Headings shall be ignored in interpreting this Agreement.

2 EFFECTIVE DATE

All the provisions of this Agreement shall take effect on the date of this Agreement.

3 BUSINESS OF THE COMPANY AND ITS MANAGEMENT

3.1 Conduct of the business

3.1.1 Each of the Investors and the Ordinary Shareholders agree that their respective rights in the Company shall be regulated by this Agreement and the Articles.

- 3.1.2 The Group and the Founder Parties hereby undertakes to each of the Investors and each of the Ordinary Shareholders that the Group shall, and the Founder Parties shall cause the Group to, comply with and, to the extent it is within its power to do so, give effect to the terms of this Agreement.
- 3.1.3 Each Shareholder shall comply with all relevant Laws to the extent applicable to itself as a shareholder of the Company.

3.2 Directors

- 3.2.1 Unless all of the Shareholders otherwise agree in writing, each Shareholder shall take, at any time and from time to time, all action (including voting the Shares owned by it, calling General Meetings and executing and delivering written consents) necessary to fix the number of members of the Board at three (3) Directors.
- 3.2.2 BOCI shall be entitled to nominate 1 person (the “**Investor’s Appointed Director**”) to be a member of the Board. BOCI shall also be entitled to nominate the Investor’s Appointed Director to each committee of the Board and the board of director of each of the Group Companies.
- 3.2.3 The quorum (which shall exist at the time of the voting as well as the attendance of the Board meeting) of the meetings of the Board shall be three (3) Directors, in person or by telephone, electronic or other means of communication, and the attendance of the Investor’s Appointed Director shall be required to constitute such quorum, provided, however, that if such quorum cannot be obtained for a Board meeting after two (2) consecutive notices of Board meetings have been sent by the Company with the first notice providing not less than seven (7) days’ prior notice and the second notice providing not less than three (3) days’ prior notice, then the attendance of the Investor’s Appointed Director and an additional Director shall constitute a quorum; provided further that matters discussed in such adjourned meeting shall be limited to those stated in the first written notice and agendas of the Board meetings. Notices and agendas of Board meetings as well as copies of all board papers shall be sent to all the relevant Directors and to each Investor at least seven (7) days prior to the relevant Board meeting. Minutes of Board meetings shall be sent to the Investors within thirty (30) days after the relevant meeting.
- 3.2.4 BOCI agrees to cause the Investor’s Appointed Director to resign from all office held by him in the Group and procure the Investor’s Appointed Director to do and execute all such acts and documents necessary for the resignation if BOCI is no longer a Shareholder.
- 3.2.5 Notwithstanding anything to the contrary in this Agreement or in the Articles, each Group Company shall, on a joint and several basis, indemnify and hold harmless the Investor’s Appointed Director and their alternate, to the fullest extent permissible by Laws, from and against all Liabilities, damages, actions, suits, proceedings, claims, Costs, charges and expenses suffered or incurred by or brought or made against such Investor’s Appointed Director or their alternate as a result of any act, matter or thing done or omitted to be done by him/her in good faith in the course of acting as a Director or alternate Director, as applicable, of

the Company or any Group Company, by delivering to such Investor's Appointed Director or their alternate, at the time of his/her appointment as a Director or an alternate Director, an indemnification agreement duly executed by the Company as set forth in Schedule 8 hereto. In addition, the Company shall indemnify the Investors to the maximum extent permitted by applicable Laws for any claims brought against such Investors by any third party (including any other Shareholders of the Company) as a result of the Investors' investment in the Company.

- 3.2.6 The Company shall reimburse the Investor's Appointed Director for all reasonable out-of-pocket expenses incurred in connection with his or her performing Board duties and attending Board meetings of the Group Companies in his capacity as a director of such Group Companies, provided that relevant documentation evidencing such fees and expenses shall be provided to the Company.

3.3 Removal and replacements

- 3.3.1 Notwithstanding any other provisions in this Agreement, BOCI shall have the right to remove such Investor's Appointed Director nominated by it under Clause 3.2.2 and, upon his removal or his otherwise ceasing to act as a Director (including, but not limited to, the Investor's Appointed Director resigning from his position as a Director), BOCI shall be entitled to nominate another person in his place and the Company shall execute and deliver to BOCI an indemnification agreement to indemnify against such BOCI nominated Director on substantially the same term as the indemnification agreement set forth in Schedule 8 hereto.

- 3.3.2 Where the Investor's Appointed Director is removed in accordance with Clause 3.3.1, BOCI shall procure such Investor's Appointed Director to resign from all other offices held by him in the Group.

3.4 Reserved matters for Directors

Each of the Shareholders undertakes to the other Shareholders that it shall not procure or permit any resolutions of the Board to be passed to undertake any of the reserved matters referred to in Schedule 1, unless the prior written consent of Investor's Appointed Director has been obtained. To the extent such matters are by Law the statutory power of the Shareholders, without prejudice to the right of the Board to approve the matters as provided herein or under the applicable Laws, such matters shall require the approval of the Shareholders with the affirmative vote or the written consent of all the holders of the Preference Shares in order for an ordinary resolution or a special resolution (each term as defined in the Articles) to be passed.

3.5 Quorum for General Meetings

- 3.5.1 The Shareholders holding at least a majority of the Ordinary Shares then issued and outstanding and the Shareholders holding at least a majority of the Preference Shares then issued and outstanding, present in person and representing in person or by proxy, shall be a quorum, and no business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the business and continues to be present until the conclusion of the General Meeting.

- 3.5.2 If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting, it shall stand adjourned to the same day in the next week at the same time and place or to such other time or such other place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Shareholders present shall be a quorum, provided that the matters discussed in such adjourned meeting shall be limited to those stated in the first written notice and agendas of the General Meetings.

4 ADDITIONAL RIGHTS ATTACHING TO PREFERENCE SHARES

4.1 Distribution Preference

- 4.1.1 Subject to applicable Law, in the event of (i) any liquidation, dissolution or winding up of the Company, either voluntary or involuntary (each, a “**Liquidation Event**”) or (ii) a Trade Sale, the assets and funds of the Company in a Liquidation Event or proceeds from the Trade Sale available for distribution to Shareholders or otherwise or upon any distribution of capital, if any, shall be made in the following manner (after satisfaction of all creditors’ claims and claims that may be preferred by Law):

- (i) Each holder of Preference Shares shall be entitled to receive any distribution of any of the assets or surplus funds of the Company in a Liquidation Event or proceeds from the Trade Sale, prior and in preference to other class or series of shares by reason of their ownership of such shares, for each issued and outstanding Preference Share (as appropriately adjusted for any Recapitalisation) held by it in the Company, as applicable, the Liquidation Distribution (in a Liquidation Event) or the Trade Sale Distribution (in a Trade Sale).
- (ii) After paying each Investor in full the Liquidation Distribution or the Trade Sale Distribution (as applicable), due pursuant to Clause 4.1.1(i) above, the remaining assets and funds of the Company in a Liquidation Event or proceeds from the Trade Sale available for distribution to Shareholders, if any, shall be distributed to the holders of the Preference Shares and Ordinary Shares on a pro rata basis, based on the number of Ordinary Shares then held by each holder on an as-converted basis.

4.2 Conversion Rights and Anti-Dilution

- 4.2.1 Subject to Clauses 4.2.3, 4.2.4 and 4.2.5 and Clause 5, each Preference Share shall be convertible, at the option of the Preference Shareholder, at any time after the date of issuance of such Preference Share, into such number of fully-paid Ordinary Shares as is determined by dividing the original issue price of such Preference Share (i.e., RMB74.36, the “**Original Subscription Price**”) by the applicable conversion price. The initial Conversion Price for each Preference Share shall be RMB74.36, which may be adjusted from time to time for any Recapitalisation, and as further adjusted as provided in Clause 4.2.4 for dilutive issuances (the “**Conversion Price**”), and in effect on the date the share certificate is delivered to the Company for conversion. Conversion may be effected in any manner permitted by the Laws (including but not limited to repurchasing the Preference Shares from

funds legally available therefor including out of capital and issuing new Ordinary Shares) without any further approval from the Shareholders.

- 4.2.2 All of the issued and outstanding Preference Shares shall automatically be converted into such number of Ordinary Shares using the then effective Conversion Price applicable to the Preference Shares no later than the date immediately before the date on which the Listing of the Shares commence on a recognised stock exchange pursuant to a Qualified IPO.
- 4.2.3 Before any Preference Shareholder shall be entitled to convert such Preference Shares into Ordinary Shares, it shall deliver the share certificate(s) therefor, duly endorsed (or a reasonably acceptable affidavit and indemnity undertaking made by the relevant Preference Shareholder in case of a lost, stolen or destroyed share certificate), at the registered office of the Company, and shall give written notice to the Company at its registered office, indicating its intention to convert such Preference Shares into Ordinary Shares and shall state therein the name(s) in which the share certificate(s) for Ordinary Shares is/are to be issued (the “**Conversion Notice**”). The Company shall, as soon as practicable thereafter, issue and deliver to such Preference Shareholder the share certificate(s) without charge, for the number of Ordinary Shares to which such Preference Shareholder shall be entitled as aforesaid, and a new certificate for any balance of unconverted Preference Shares comprised in the surrendered certificate. Such conversion shall be deemed to have been made immediately before the close of business on (i) the date of such delivery of the share certificate representing the Preference Shares to be converted together with the Conversion Notice or, (ii) if applicable, at the time of automatic conversion specified in Clause 4.2.2 above, and the person or persons entitled to receive the Ordinary Shares issuable upon such conversion shall be treated for all purposes as the record holder(s) of such Ordinary Shares as of such date.
- 4.2.4 The Conversion Price shall be subject to adjustment from time to time as follows:
- (i) in the event the Company should at any time after the date upon which any Preference Shares were first issued (including issuance of Preference Shares by way of subscription, subdivision, reclassification or consolidation of share capital of the Company or bonus issue) (the “**Preference Share Purchase Date**”) effect a Recapitalisation of the Ordinary Shares then issued or fix a record date for the determination of the Ordinary Shareholders entitled to receive a dividend or other distribution payable in the form of additional Ordinary Shares, without payment of any consideration, by such holder for the additional Ordinary Shares (including the additional Ordinary Shares issuable upon conversion, exchange or exercise thereof), then, as of the date of such Recapitalisation or as of such record date (or the payment date of such dividend or distribution if no record date is fixed), the Conversion Price of the Preference Shares shall be decreased by multiplying the previously applicable Conversion Price by a fraction whose numerator is the number of Ordinary Shares then issued immediately before the Recapitalisation or record date (or payment date) and whose denominator is :

- (a) in the case of a split or subdivision, the number of Ordinary Shares then issued immediately after such split or subdivision;
 - (b) in the case of a dividend or distribution with a fixed record date, the number of Ordinary Shares then issued immediately before such record date plus the number of Ordinary Shares issuable in such dividend or distribution; and
 - (c) in the case of such a dividend or distribution paid without setting a record date, the number of Ordinary Shares then issued immediately before such dividend or distribution plus the number of Ordinary Shares issued in such dividend or distribution.
- (ii) if the number of Ordinary Shares then issued at any time after the Preference Share Purchase Date is decreased by way of a consolidation or combination of the Ordinary Shares then issued or the like, then, as of the effective date of such consolidation or combination, the Conversion Price for the Preference Shares shall be increased by multiplying the previously applicable Conversion Price by a fraction whose numerator is the number of Ordinary Shares then issued immediately before the consolidation or combination and whose denominator is the number of Ordinary Shares then issued immediately after the consolidation or combination;
- 4.2.5 The Ordinary Shares into which such Preference Shareholder is entitled in exercising its right to convert its Preference Shares:
- (i) shall be credited as fully paid;
 - (ii) shall rank pari passu in all respects and form one class with the Ordinary Shares then in issue; and
 - (iii) entitle such holder to be paid an appropriate proportion of all dividends and other distributions declared, made or paid on Ordinary Shares in respect of the financial year in which the relevant conversion date falls, but not in respect of an earlier financial year.
- 4.2.6 No fractional Shares shall be issued upon the conversion of any Preference Shares, and the number of Ordinary Shares to be issued shall be rounded down to the nearest whole Share. If the conversion would result in any fractional Share, the Company shall, in lieu of issuing any such fractional Share, pay the holder thereof an amount in cash equal to the fair market value of such fractional Share on the date of conversion, as determined by the Board.
- 4.2.7 The Company shall at all times reserve and keep available out of its authorised but unissued Ordinary Shares, solely for the purpose of effecting the conversion of the Preference Shares, such number of Ordinary Shares as shall from time to time be sufficient to effect the conversion of all issued and outstanding Preference Shares; and if at any time the number of authorised but unissued Ordinary Shares shall not be sufficient to effect the conversion of all the Preference Shares then issued and outstanding, in addition to such other remedies as shall be available to the holders of such Preference Shares, the Company shall take such necessary corporate action to increase its authorised but unissued Ordinary Shares to such number as shall be sufficient for such purposes, including, without limitation, using its best efforts to obtain the requisite approval by the members of any

necessary amendment to the memorandum of association of the Company and/or the Articles to effect the conversion.

4.2.8 If the Company issues any Security (i) at a price per Preference Share, or with a conversion price or exchange price into Preference Shares, or otherwise implying a price per Preference Share (each, a “**Preference Share New Issuance Price**”), or (ii) at a price per Ordinary Share, or with a conversion price or exchange price into Ordinary Shares, or otherwise implying a price per Ordinary Share, that is lower than the Original Subscription Price (each, a “**Ordinary Share New Issuance Price**”, and together with the Preference Share New Issuance Price, the “**New Issuance Price**”), then, at the sole discretion of the Investors, prior to the consummation of the issuance, either:

- (i) the Founder and/or the Company shall pay to each Investor in cash a multiple of (x) the positive difference between the New Issuance Price and the Original Subscription Price; times (y) the number of Securities to be issued; or
- (ii) the Company shall issue to each Investor such number Preference Shares equal to the positive difference between (x) the Subscription Consideration (as defined in the Subscription Agreement) paid by such Investor divided by the New Issuance Price, and (y) the Subscription Consideration divided by the Original Subscription Price, in each case for an aggregate consideration of HK\$1.00.

This Clause 4.2.8 shall not apply in respect of (i) any bonus issue or any other share dividend that is distributed pro rata among holders of Shares; or (ii) any issue pursuant to the ESOP.

4.3 Repurchase Right

4.3.1 Subject to the terms and conditions set forth in this Clause 4.3, each of the Founder Parties and the Group Companies agree and covenant to each Investor, on a joint and several basis, that upon the occurrence of any of the following events (each a “**Repurchase Event**”, and collectively, the “**Repurchase Events**”), each Investor shall have the right to require the Company and the Founder Parties to redeem, repurchase or purchase (as applicable) from the requesting Investor all or any part of the Preference Shares held by such Investor respectively (“**Repurchase Right**”), if:

- (i) a Qualified IPO does not occur by 31 December 2022 (or such other date as agreed among the Company, on the one hand, and the Investors, on the other hand); or
- (ii) the occurrence of an Event of Default (as set forth in Schedule 7 hereto).

4.3.2 Upon the occurrence of any Repurchase Event, each Investor shall be entitled to serve a written notice (the “**Repurchase Notice**”) to the Founder Parties and the Company (such Investor serving such Repurchase Notice, the “**Existing Investor**”), and request the Founder Parties and the Company, on a joint and several basis, to redeem, repurchase or purchase (as applicable) from such

Existing Investor each of the relevant Preference Shares (collectively, the “**Redeeming Preference Shares**”, and each, a “**Redeeming Preference Share**”) at the Repurchase Amount, payable by the Founder Parties and the Company in cash in immediately available funds within 30 calendar days after their receipt of such Repurchase Notice. Each Existing Investor shall deliver all certificates for the Redeeming Preference Shares against the payment in full of its Repurchase Amount by the Founder Parties and the Company. For the avoidance of doubt, the Company and the Founder Parties shall, on a joint and several basis, be responsible for all the Costs incurred in connection with redeeming, repurchasing or purchasing (as applicable) of the Redeeming Preference Shares, and the Company and the Founder Parties shall provide to the Existing Investor evidence of the payment of the relevant Costs within six (6) months after such Redeeming Preference Shares being redeemed, repurchased or purchased (as applicable).

- 4.3.3 Upon the date of the first submission of the first Listing application form by or on behalf of the Company with the Stock Exchange or any other applicable securities exchange, this Clause 4.3 shall be suspended and shall only be resumed in accordance with Clause 9.3 of this Agreement at the earliest of (x) the Qualified IPO application has been effectively withdrawn by the Company, (y) the Qualified IPO application has been formally rejected by the Listing Authority or Stock Exchange after all appeal procedures have been exhausted, or (z) the Qualified IPO does not occur within twelve (12) months after such application is accepted by the Listing Authority or Stock Exchange, or such later date as the Parties hereto may agree, provided that no Listing has occurred.

4.4 Information and Inspection Rights

- 4.4.1 The Company shall prepare monthly and quarterly management accounts and yearly audited accounts of the Group. Such accounts shall include a consolidated profit and loss account, balance sheet and cash flow statement and financial statements analysis for the Group.
- 4.4.2 The Company shall provide each Investor with:
- (a) copies of the monthly management accounts of the Group prepared in accordance with Clause 4.4.1, such accounts to be provided within 21 days after the end of each month
 - (b) copies of the quarterly management accounts of the Group prepared in accordance with Clause 4.4.1, such accounts to be provided within 21 days after the end of each quarter;
 - (c) copies of the yearly management accounts of the Group prepared in accordance with Clause 4.4.1, such accounts to be provided within 120 days after the end of each financial year;
 - (d) audited consolidated accounts of the Company in respect of each financial year with an unqualified opinion expressed by an auditor approved by BOCI in accordance with the IFRS, such accounts to be provided within 120 days after the end of that financial year; and
 - (e) Annual Budget and Business Plans as approved by the Board 30 days prior to the start of a financial year.

- 4.4.3 All accounts referred to in Clauses 4.4.1 and Clauses 4.4.2 shall be prepared in accordance with IFRS and the Group's accounting policies approved by the Board and applied consistently.
- 4.4.4 The Company covenants and agrees that, the Investors or their respective appointees shall have the right (i) of inspection, including the right to access, examine and copy all books or accounts of each Group Company and/or any of their respective Subsidiaries at any time during regular working hours on reasonable prior notice to such Group Company, (ii) to discuss the business, operations and conditions of each Group Company and their respective Subsidiaries with their respective directors, officers, employees, accounts, legal counsel and investment bankers, and (iii) to appoint an independent auditor to examine the accounts of the Group Companies no more than once in every twelve (12) months.

4.5 Drag-Along Rights

- 4.5.1 In the event that the holders of at least a majority of the Preference Shares (the "**Selling Shareholders**"), approve a Trade Sale of the Company in writing, with a total valuation of the Company at least RMB1,500,000,000, then each shareholder of the Company shall:
- (i) if such transaction requires Shareholder approval, with respect to all Shares that each Shareholder owns or over which such shareholder otherwise exercises voting power, vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Trade Sale and to vote in opposition to any and all other proposals that could delay or impair the ability of the Company to consummate such Trade Sale;
 - (ii) sell all the Securities in the Company Companies owned by such Shareholder the same terms and conditions as the Selling Shareholders;
 - (iii) execute and deliver all related documentation and take such other action in support of the Trade Sale as shall reasonably be requested by the Company or the Selling Shareholders in order to carry out the terms and provision of this Clause 4.5.1, including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible Liens and claims) and any similar or related documents;
 - (iv) not deposit, and cause their affiliates not to deposit, except as provided in the Articles, any Shares owned by such party or its affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such shares, unless specifically requested to do so by the acquiror in connection with the Trade Sale; and
 - (v) refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Trade Sale.

5 ISSUE OF NEW SHARES

5.1 Pre-emption right of shareholders on new shares

The Company shall give each Shareholder 20 calendar days' prior written notice (the "**New Issue Notice**") of the proposed issuance (the "**Proposed Issuance**") of (i) any new Shares; or (ii) other Securities of the Company convertible into or exchangeable for Shares (the securities described in items (i) and (ii) in this Clause shall together be referred to as "**Offered Securities**"). The written notice shall (i) specify the number of Offered Securities the Company proposes to issue, (ii) identify the proposed offeree (the "**Proposed Offeree**"), and (iii) the proposed issuance price (the "**Proposed Issuance Price**"). By written notice to the Company ("**Subscription Notice**") given within 20 calendar days from the date of the notice of such Proposed Issuance, each Shareholder that is not a Founder Party or a holder of the ESOP Shares (each a "**Participation Rights Holder**", and collectively, the "**Participation Rights Holders**"), shall be entitled, at its sole discretion, to subscribe for all or part of its Pre-emptive Share of such Offered Securities at the Proposed Issuance Price pursuant to the applicable terms of this Clause 5. The failure of a Participation Rights Holder to deliver a Subscription Notice within the said 20-day notice period shall constitute a waiver of its right to participate in the subscription of the Offered Securities. Each Participation Rights Holder may also indicate in its Subscription Notice, if it so elects, its desire to participate in the subscription of such Offered Securities in excess of its Pre-emptive Share ("**Fully-Exercising Participation Rights Holder**"). If one or more Participation Rights Holders decline to subscribe for their Pre-emptive Share of the Offered Securities, then the unaccepted participation of such Participation Rights Holders ("**Excess Offered Securities**") shall automatically be accepted by the Fully-Exercising Participation Rights Holder. If such Excess Offered Securities are not sufficient to satisfy the demand of the Fully-Exercising Participation Rights Holders, then all such remaining Excess Offered Securities shall be allocated among such Fully-Exercising Participation Rights Holders according to the proportion that each such Fully-Exercising Participation Rights Holders' Pre-emptive Share bears to the sum of the Pre-emptive Shares of all such Fully-Exercising Participation Rights Holders.

5.2 Closing

The closing of any subscription by the Participation Rights Holders of the Offered Securities under Clause 5.1 shall be held at such location as determined by the Board at 11:00 A.M. Hong Kong time on the 40th day after the date on which the Company gave the notice of the Proposed Issuance under Clause 5.1, or at such other time and place as the Company and those Participation Rights Holder purchasing any Offered Securities may agree upon. At such closing, the Participation Rights Holder participating in the subscription shall deliver, by wire transfer, the subscription price for the Offered Securities as is payable in cash, and all parties to the transaction shall execute such documents as are otherwise customary and appropriate.

5.3 Offer to Proposed Offeree

In the event that the Participation Rights Holder do not subscribe for all of the Offered Securities pursuant to this Clause 5, the Offered Securities not so subscribed may be offered by the Company to the Proposed Offeree at any time within 90 calendar days after the date of the New Issue Notice, at not less than the price and upon other terms and

conditions, if any, not more favourable than those specified in the Subscription Notice. If any of the Offered Securities are sold pursuant to this Clause 5.3 to any purchaser who is not a party to this Agreement, the Company shall, before entering the name of the Proposed Offeree as a Shareholder, procure such Proposed Offeree to comply with Clause 8.3 and to be bound by this Agreement. In the event that the Company has not issued and sold such Offered Securities within such 90 calendar days period, then the Company shall not thereafter issue or sell any Offered Securities without again offering such Offered Securities to the Investors pursuant to this Clause 5.

- 5.4 This Clause 5 shall not apply in respect of (i) any bonus issue or any other share dividend that is distributed pro rata among holders of Shares; or (ii) any issue pursuant to the ESOP.

6 TRANSFER OF SHARES

6.1 **Right of first refusal**

6.1.1 Subject to Clause 7, if any Shareholder (other than the Investors) (the “**Proposed Selling Shareholder**”) proposes to transfer any Shares to any person (other than the Investors or the Company), it shall notify each of the Investors and the Company 20 calendar days’ prior written notice of its proposed transfer. The notice (the “**Transfer Notice**”) shall:

- (i) specify the number of Shares which it wishes to transfer, the proposed purchase price for the transfer and all other material terms of the transfer;
- (ii) identify the proposed transferee (the “**Proposed Transferee**”); and
- (iii) irrevocably offer to transfer to each of the Investors its ROFR Pro Rata Portion of such Shares proposed to be transferred on the same terms offered to the Proposed Transferee.

6.1.2 Each of the Investors may accept the offer to purchase all or part of its ROFR Pro Rata Portion of the Shares offered in the Transfer Notice by notifying such Proposed Selling Shareholder of its acceptance in writing at any time within 20 calendar days following receipt of the Transfer Notice (the “**Acceptance Notice**”). The Acceptance Notice shall include a statement of the ROFR Pro Rata Portion of Shares that the Investor may purchase. The Acceptance Notice shall be irrevocable and shall constitute a binding agreement by such Investor to purchase the relevant number of Shares stated in such Acceptance Notice. Failure of any Investor to give notice within the said 20-day period will be deemed to be its rejection of the offer.

6.2 **Closing**

Closing of the transfer of the Shares by the Proposed Selling Shareholder to the relevant Investors pursuant to Clause 6.1.2 shall be held at such location and at such time as mutually agreed between the Proposed Selling Shareholder and such Investors, which shall be within five calendar days after the offer is accepted unless otherwise mutually agreed in writing. At such closing, the Proposed Selling Shareholder shall upon payment to it by the relevant Investors of the purchase price by wire transfer, transfer those Shares

to be purchased under Clause 6.1.2 and deliver the relevant share certificate(s) and other transfer documents to the relevant Investors. Each Party shall be responsible for its own Costs in connection with the transfer of any such Shares.

6.3 Transfer to Proposed Transferee

If any of the Shares offered to the Investors are not purchased by the relevant Investors (the “**Residual Shares**”), subject to Clause 7, the Proposed Selling Shareholder may sell such Residual Share to the Proposed Transferee on the terms described in the Transfer Notice within 90 calendar days after the date of the Transfer Notice. If the Shares are not sold within this 90-day period, they may not be transferred without again complying with this Clause 6.

6.4 Restriction on Transfers

Each Founder Parties agrees that, prior to the Qualified IPO by the Company, without the prior written consent of BOCI, it shall not, directly or indirectly, transfer, sell or dispose any Securities held by it in the Company or any Group Company. In the case that any such Securities is held by its ultimate beneficial owner through one or more level of holding companies (including without limitation, the Founder Holdco), any transfer, repurchase, or new issuance of the shares of such holding companies or similar transactions that have the effect of changing the beneficial ownership of such Securities shall be deemed as an indirect transfer of such Securities.

7 RIGHT OF CO-SALE

7.1 The Proposed Selling Shareholder may only transfer Shares in accordance with the Transfer Notice if the Investors that have not fully exercised their respective Right of first refusal pursuant to Clause 6 above (each a “**Co-Sale Right Investor**”, and together, the “**Co-Sale Right Investors**”) are also permitted to participate in the transaction by transferring a number of Shares up to their respective Co-Sale Pro Rata Portions (“**Co-Sale Right**”). Each of the Co-Sale Right Investors may exercise its right to participate in the sale of the Shares to the transaction to the Proposed Selling Shareholder on materially the same overall terms and conditions as specified in the Transfer Notice. To exercise its rights hereunder, such Co-Sale Right Investor must have provided a notice (the “**Tag-Along Notice**”) to the Proposed Selling Shareholder indicating the number of Shares it wish to sell within 20 calendar days after the date of the Transfer Notice.

7.2 If any of the Co-Sale Right Investors elects to exercises its respective Co-Sale Right pursuant to Clause 7.1 above (each a “**Co-Sale Right Exercising Investor**”, and together, the “**Co-Sale Right Exercising Investors**”), the Proposed Selling Shareholder shall use its reasonable efforts to procure the Proposed Transferee to purchase the Co-Sale Pro Rata Portion to be sold by the Co-Sale Right Exercising Investors. To the extent that the Proposed Transferee prohibits such assignment or otherwise refuses to purchase any Shares from any Co-Sale Right Exercising Investor as specified in the respective Tag-Along Notices, the Proposed Selling Shareholder shall allocate the maximum number of Shares that the Proposed Transferee is willing to purchase (the “**Allocable Shares**”) among the Proposed Selling Shareholder and the Co-Sale Right Exercising Investors in the following manner:

- (i) each Co-Sale Right Exercising Investor shall be entitled to sell up to the lesser of (i) the number of Shares proposed to be sold by the Co-Sale Right Exercising Investor, as specified in the relevant Tag-Along Notice; and (ii) the product of (x) the total number of the Allocable Shares and (y) a fraction, the numerator of which is the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such Co-Sale Right Exercising Investor and the denominator of which is the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by the Proposed Selling Shareholder and all of the Co-Sale Right Exercising Investors;
- (ii) the Proposed Selling Shareholder shall be entitled to sell (x) the Allocable Shares; minus (y) the aggregate number of Shares that all of the Co-Sale Right Exercising Investors are entitled to sell pursuant to sub-paragraph (i) above; and
- (iii) if after allocating the Allocable Shares among the Proposed Selling Shareholder and the Co-Sale Right Exercising Investors in accordance with sub-clauses (i) and (ii) above, there are Allocable Shares that remain unallocated, then any such Allocable Shares shall be allocated to the Proposed Selling Shareholder.

7.3 Any sale pursuant to Clause 7.1 shall be on the same terms and conditions described in the Transfer Notice. The sale of Shares by the Co-Sale Right Exercising Investors pursuant to this Clause 7 shall be completed no later than the completion of the sale of the Shares by the Proposed Selling Shareholder to the Proposed Transferee in accordance with Clause 6 and Clause 7. Each of the Co-Sale Right Exercising Investors shall promptly deliver to the Proposed Transferee all relevant documents to effect its participation in the sale.

7.4 To the extent that the Proposed Transferee is only interested in purchasing Ordinary Shares from the Co-Sale Right Exercising Investors, the Co-Sale Right Investor shall first convert their respective Preference Shares into Ordinary Shares. The Company agrees to make any such conversion concurrent with and contingent upon the actual transfer of such shares to the Proposed Transferee.

8 TERMS AND CONSEQUENCES OF TRANSFER OF SHARES

8.1 Transfer terms

Any sale and/or transfer of Shares pursuant to this Agreement shall be on terms that those Shares:

- 8.1.2 are transferred free from and clear of all claims, pledges, equities, Liens, charges, encumbrances and third party rights of any nature (other than the encumbrances as created pursuant to this Agreement); and
- 8.1.3 are transferred with the benefit of all rights attaching to them as at the date of transfer.

8.2 Registration

The Parties shall procure that a transfer of Shares is not approved for registration unless the provisions regarding transfers of Shares in this Agreement and the Articles have been complied with.

8.3 Deed of adherence

It shall be a condition precedent to the right of any Shareholder (the “**Transferor**”) to transfer Shares that the Transferor procures that the transferee of the relevant Shares (the “**Transferee**”) (if not already bound by the provisions of this Agreement) executes a deed of adherence in the form set out in Schedule 2 under which the Transferee shall agree to be bound by and shall be entitled to the benefit of this Agreement with effect from the completion of the transfer of the relevant Shares as if it was an original party hereto in place of the Transferor to the extent of the Shares transferred and any other agreements in connection with the business to the extent such agreements are executed in its capacity as a Shareholder.

8.4 Further assurance

Each Party shall do all things and carry out all acts which are reasonably necessary to effect the transfer of the Shares in accordance with the terms of this Agreement.

8.5 Legend

Each certificate representing the Ordinary Shares or the Preference Shares shall bear a legend in substantially the following form:

THE RIGHTS TO VOTE AND TO TRANSFER THIS SECURITY ARE LIMITED BY A SHAREHOLDERS’ AGREEMENT, A COPY OF WHICH IS AVAILABLE WITHOUT COST FROM THE COMPANY. ANY TRANSFER IN VIOLATION OF THAT AGREEMENT IS VOID.

9 DURATION AND TERMINATION

9.1 Duration

Except as otherwise provided herein, this Agreement shall continue in full force and effect without limit in point of time until the earlier of the following events:

- a. all of the Parties agree in writing to terminate this Agreement; and
- b. with respect to any Shareholder, the date upon which such Shareholder ceases to hold any Shares;

9.2 Termination

Termination of this Agreement shall be without prejudice to any Liability or Obligation in respect of any matters, undertakings or conditions which shall not have been observed or performed by the relevant Shareholder prior to such termination. Clause 10, 11, 12 and 13 shall survive any termination.

9.3 Termination of Rights

In order to comply with the requirements of Qualified IPO, except as otherwise provided in this Agreement, all Parties agree and consent that, this Agreement and all rights and covenants contained herein, except for Obligations set forth in Clause 10, 11, 12 and 13, shall terminate on the last date as explicitly required by applicable Laws and/or Listing Rules, or upon Listing, whichever is earlier. All the rights and privileges of such Investor contained herein shall be resumed automatically (and the relevant rights and interests of the Investors shall be traceable during the suspension period) at the earliest of (x) the Qualified IPO application has been effectively withdrawn by the Company, (y) the Qualified IPO application has been formally rejected by the Listing Authority or Stock Exchange after all appeal procedures have been exhausted, or (z) the Qualified IPO does not occur within twelve (12) months after such application is accepted by the Listing Authority or Stock Exchange, or such later date as the Parties hereto may agree, provided that no Listing has occurred. In such event, each of the Group Company and the Founder Parties shall take all such actions as necessary or desirable to restore such the rights and privileges of such Investor contained herein, including without limitation (i) causing the Company to amend the Restated Articles, (ii) causing the Company to issue to such Investor applicable class and number of shares of the Company, and (iii) entering into agreements containing substantially the same terms and conditions hereof.

10 CONFIDENTIALITY AND PUBLIC ANNOUNCEMENT

10.1 Subject to Clauses 10.2 and 10.3:

10.1.1 each of the Parties shall, and shall procure each of its officers, employees, agents and advisers to, treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into this Agreement (or any agreement entered into pursuant to this Agreement) which relates to:

- (i) the provisions of this Agreement or any agreement entered into pursuant to this Agreement; or
- (ii) the negotiations relating to this Agreement (and any such other Transaction Documents); and

10.1.2 each of the Parties shall, and shall procure each of its officers, employees, agents and advisers to, treat as strictly confidential and not disclose or use any information received or obtained as a result of the nominee(s) of the Party (where applicable) participating in the Board or any committee of the Board.

10.2 Clause 10.1 shall not prohibit disclosure or use of any information if and to the extent:

10.2.1 information which was in the public domain or otherwise known to the relevant party before it was furnished to it by another party hereto or, after it was furnished to that party, entered the public domain otherwise than as a result of (i) a breach by that party of this Clause 10 or (ii) a breach of a confidentiality Obligation by the discloser, where the breach was known to that party;

10.2.2 information the disclosure of which is necessary in order to comply with any applicable Laws, the order of any court, the requirements of a stock exchange or to obtain Taxation or other clearances or consents from any relevant competent Regulatory Authorities;

10.2.3 information disclosed by the Company to a bona fide proposing purchaser or investor of any securities of the Company;

10.2.4 information disclosed by the Company, the disclosure of which is in connection with the Submissions, the Listing and/or the preparation for the Listing, to the extent that it is legally required by the competent Regulatory Authority and/or pursuant to the Listing Rules and provided that the Company shall exercise reasonable efforts to keep confidential such information; and/or

10.2.5 information disclosed by the Investors to such Investor's Affiliates, such Investor's and/or such Affiliate's respective employees, officers, directors, legal counsels, auditors, insurers, accountants, consultants, investment counsels or advisors.

provided that prior to disclosure or use of any information pursuant to Clauses 10.2.1, 10.2.2 or 10.2.3, the Party concerned shall promptly notify the other Parties of such requirement with a view to providing the other Parties with the opportunity to contest such disclosure or use or otherwise to agree the timing and content of such disclosure or use.

10.3 No announcement or circular in connection with the existence or the subject matter of this Agreement shall be made or issued by or on behalf of any Party without the prior written approval of the Investors.

10.4 Notwithstanding Clause 9, this Clause 10 shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of any person.

11 NOTICE

11.1 Addresses

Any notice or other communication in connection with this Agreement to be given to any Party shall be in writing (a "**Notice**") to the addressee at its address (or number) for the receipt thereof specified below (or such other address or fax number as the addressee has by five (5) days' prior written Notice specified to the other Parties to this Agreement):

- (a) in the case of the Investors, to the address against their respective name set forth in Schedule 4.
- (b) in the case of the Ordinary Shareholders, to the address against their respective name set forth in Schedule 5.
- (c) in the case of the Company, to:

Address: Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong
Attention: The Board of Directors

or to such other address or fax number as the relevant Party may have notified to the other Parties in accordance with this Clause 11.

Any Notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if delivered personally, when left at the address set forth above; (b) if sent by prepaid registered post or courier, three (3) Business Days (or five (5) Business Days if sent by airmail) after posting it; (c) if sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine; and (d) if sent by email, when actually received in readable form.

11.2 Office Hours

Any Notice given under this Agreement outside Office Hours in the place to which it is addressed shall be deemed not to have been given until the start of the next period of Office Hours in such place.

12 GENERAL

12.1 Remedies

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedy.

12.2 Severance

12.2.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification (including limiting the application of such provision to particular Party(ies)) is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.

12.2.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 12.2.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 12.2.1, not be affected.

12.3 Survival of rights, duties and Obligations

Termination of this Agreement for any cause shall not release a Party from any Liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.

12.4 Costs

Except as otherwise provided in the Subscription Agreement, each Party (except BOCI) shall bear its own Costs incurred in connection with the negotiation, preparation and execution of this Agreement.

12.5 Further assurance

Each Party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

12.6 Whole agreement

This Agreement contain the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by Law which may be excluded by contract and supersede any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

12.7 No inducement

Each of the Parties acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

12.8 Assignment

12.8.1 This Agreement shall be binding on the Parties hereto and their respective successors and permitted assignees.

12.8.2 None of the Parties shall be entitled to assign this Agreement or any of its rights and Obligations hereunder except to a transferee of that Party's Shares, and provided that the transfer shall have complied with Clauses 6 and 7 (as applicable).

12.9 Conflict with the Articles

In the event of any ambiguity or discrepancy between the provisions of this Agreement and the Articles, it is intended that the provisions of this Agreement shall prevail and accordingly the Shareholders shall exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Agreement and, if necessary, to procure any required amendment to the Articles.

12.10 Observance of the Articles

Subject to Clause 12.9, the Shareholders hereby undertake to each other to observe the provisions of the Articles.

12.11 Several Obligations

The Obligations of each Shareholder under this Agreement shall in each case be several so that each Shareholder shall only be liable for its own actions or failures to act in accordance with the terms of this Agreement, and none of them shall be liable for a failure to procure anything required by this Agreement where such failure is attributable to any action or failure to act by another Shareholder, but without prejudice to the Liability of such other Shareholder.

12.12 No Partnership

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties hereto, nor constitute any Party the agent of any other Party for any purpose.

12.13 Release, waivers etc.

Any Liability to any Party may in whole or in part be released, compounded or compromised in time or indulgence given by that Party in its absolute discretion as regards any Party under such Liability without in any way prejudicing or affecting its rights against any other party under the same or a like Liability, whether several or otherwise. No failure by any party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement (each, a “**Right**”) shall operate as a waiver of that Right, nor shall single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Rights. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

12.14 Variation

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

12.15 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument, but shall not be effective until each signing party has executed at least one counterpart.

12.16 Third party rights

A person who is not a party to this Agreement shall have no rights under the Contracts (Right of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the terms of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required for any variation (including any release or compromise of any Liability under), or termination, of this Agreement.

13 GOVERNING LAW AND JURISDICTION

- 13.1** This Agreement (and any non-contractual Obligations arising from or connected to this Agreement) is governed by and shall be construed in accordance with the Laws of Hong Kong without reference to its conflict of law principles.
- 13.2** Any dispute arising out of or in connection with this Agreement which is not resolved within 30 calendar days after notice by a Party to the other Parties shall be referred to and finally resolved by arbitration at the China International Economic and Trade Arbitration Commission Hong Kong Arbitration Center (the “CIETAC”) under its rules in force at the time (and which rules are incorporated by reference in this Clause). The arbitration shall be conducted in Hong Kong and shall be administered by the CIETAC in accordance with the CIETAC Arbitration Rules in force at the time of the commencement of the arbitration. However, if such rules are in conflict with the provisions of this Clause 13.2, the provision of this Clause 13.2 shall prevail. The dispute shall be referred to an arbitration tribunal consisting of three arbitrators appointed in accordance with the CIETAC Arbitration Rules. The decision of the tribunal shall be final and binding on the parties to this Agreement, and the prevailing Party may apply to a court of competent jurisdiction for enforcement of such award. The Costs and expenses of the arbitration, including the fees of the arbitral tribunal shall be borne and paid by the parties to this Agreement in such proportions as the arbitral tribunal shall determine. The language of the arbitration shall be English.
- 13.3** Arbitration is the exclusive remedy for any dispute under this Agreement, and no party may commence or maintain any judicial proceeding regarding any dispute or appeal any arbitral award, except in accordance with Clause 13.2. The Parties shall duly and punctually perform their Obligations under this Agreement pending issuance of the arbitral award.
- 13.4** In aid of any proceedings pursuant to Clause 13.2, each Party irrevocably submits itself to the nonexclusive jurisdiction of any court of competent jurisdiction in Hong Kong in connection with any proceeding to compel arbitration or otherwise in aid of arbitration arising out of this Agreement. Each Party waives and agrees not to assert any claim of lack of jurisdiction, of inconvenient forum, of improper venue in relation to any such application to such relevant court.

14 PROCESS AGENTS

- 14.1** To the extent that an Investor is not a company incorporated in Hong Kong, each of the Investors hereby agree the process by which any legal proceedings in Hong Kong are begun may be served on it by being delivered to it at the process agent address against their respective name set forth in Schedule 4, service upon whom shall be deemed valid service upon such Investors whether or not the process is forwarded to or received by such Investors. If for any reason its process agent ceases to be able to act as process agent, or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent and to deliver to the other Parties a copy of the new process agent’s acceptance of that appointment within 10 calendar days.
- 14.2** Each of the Ordinary Shareholders hereby agree the process by which any legal proceedings in Hong Kong are begun may be served on it by being delivered to it at the process agent address against their respective name set forth in Schedule 5, service upon

whom shall be deemed valid service upon such Ordinary Shareholder whether or not the process is forwarded to or received by such Ordinary Shareholder. If for any reason its process agent ceases to be able to act as process agent, or no longer has an address in Hong Kong, the Ordinary Shareholder irrevocably agrees to appoint a substitute process agent and to deliver to the other Parties a copy of the new process agent's acceptance of that appointment within 10 calendar days.

- 14.3** Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Laws.

SCHEDULE 1

Reserved Matters requiring consent from the Investor's Appointed Directors

1. The appointment and removal of the auditors of any Group Company.
2. Approval of the Annual Budget or the Business Plan of the Group, or any deviation from or material amendment of the same.
3. Any distribution of profits amongst the Shareholders by way of dividend (interim or final), and any capitalization of reserves or otherwise.
4. Any investment in an amount exceeding 10% of the net asset value of the Group in any fiscal year, other than as expressly provided for in the Annual Budget or the Business Plan then in effect.
5. Any acquisition of assets with a value exceeding 10% of the net asset value of the Group in that fiscal year, other than the acquisition of inventory in the ordinary course of business as currently conducted and any acquisition of assets that is expressly provided for in the Business Plan then in effect.
6. Any sale of disposal of or creation of any Lien over all or substantial assets of any Group Company or any material asset, goodwill or undertaking of any Group Company as a result of which such Group Company may not be able to continue or maintain its normal business or the scale of its normal business.
7. Any act to sell, transfer, license, charge, encumber or otherwise dispose of any trademarks, patents or other intellectual property owned by any Group Company.
8. Any act to acquire any share capital or other Securities constituting a controlling interest of any corporate entity.
9. Any act to dispose or transfer of any Group Company's equity interest, directly or indirectly, in any of its Subsidiaries.
10. Any act to borrow any money or obtain any financial facilities by any Group Company of an amount over US\$500,000 in a single transaction or a series of related transactions outside of the approved Annual Budget or the Business Plan.
11. Any transaction or matter in which any Group Company will act as guarantor or will be required to pledge its assets for an amount over US\$500,000 in a single transaction or a series of related transactions outside of the approved Annual Budget or the Business Plan.
12. Any change to any Group Company's accounting or tax year.
13. Any material change in the accounting principles adopted by the Company or other accounting methods, practices, procedures or policies of any Group Company, other than as required by applicable Laws.
14. Establishment, adoption, funding, administration, amendment, termination of any equity-based bonus or incentive plan, profit sharing mechanism, employee share option plan any

Group Company (including, but not limited to, the ESOP) other than as required by applicable Laws, or any distribution of dividend.

15. Any public offering of shares or other securities of any Group Company, or the shares or securities of the relevant entity resulting from any merger, reorganization or other arrangements made by any Group Company for the purpose of public offering.
16. Any resolutions in relation to voluntary liquidation, dissolution, bankruptcy of the any Group Company or other like proceedings or arrangements with creditors or other events of a similar nature or applying for the appointment of a receiver or an administrator over the Group's assets.
17. Any resolution in relation to any merger, consolidation or amalgamation of any Group Company with any other entity or entities or any spin-off, sub-division, share swap, or any other transaction of a similar nature or having a similar economic effect as any of the foregoing, or other forms of restructuring of any Group Company.
18. Any transaction which may constitute a connected transaction under the Listing Rules (other than the transactions that may be fully exempted from the reporting, announcement and independent shareholders' approval requirements pursuant to Chapter 14A of the Listing Rules).
19. The creation, allotment or issue of any Shares or of any other Security of the Company convertible into Shares or any other equity or debt Security of the Company (other than pursuant to the ESOP).
20. Any repeal, amendment, modification or change of this Agreement or the Articles (save in accordance with Clause 12.9).
21. Any cessation to conduct or any material change in the principal business of the Group.
22. Any increase, reduction, cancellation or repurchase of the authorized or issued share capital (as applicable) of any Group Company.
23. The payment of the fees and expenses in relation to the Listing by the Company pursuant to a Qualified IPO.

SCHEDULE 2

Deed of Adherence

THIS DEED OF ADHERENCE is made on [•] by [•] of [•] (the “**Covenantor**”)

SUPPLEMENTAL to a shareholders’ agreement dated [•] and made among [•] and [•] (the “**Agreement**”). Terms defined in the Agreement shall have the same meanings in this Deed unless otherwise specified.

The Covenantor covenants as follows:

1. The Covenantor confirms that it has been supplied with and has read a copy of the Agreement.
2. The Covenantor covenants with each of the persons named in the Schedule to this Deed:
 - 2.1 to observe perform and be bound by, and shall be entitled to the benefit of, all the terms of the Agreement which are capable of applying to the Covenantor and which have not been performed at the date of this Deed to the intent and effect that the Covenantor shall be deemed with effect from the date on which the Covenantor is registered as a shareholder of Better Medical Investment Holdings Limited to be a party to the Agreement (as if named as a party to that Agreement in place of ([•]) (“**Transferor**”) to the extent of the [•] Shares transferred to the Covenantor); and
 - 2.2 to observe perform and be bound by all the terms of the any other agreements in connection with the business of the Company to the extent such agreements are executed by the Transferor in the capacity as Shareholder and which are capable of applying to the Covenantor and which have not been performed at the date of this Deed.
3. This Deed shall be governed by and construed in accordance with the Laws of Hong Kong and the Covenantor hereby submits irrevocably to the non-exclusive jurisdiction of the English Courts (but accepts that this Deed may be enforced in any court of competent jurisdiction) and hereby appoints [•], being a person resident in Hong Kong and reasonably acceptable to the Board of Directors of the continuing Shareholders] as its agent for service of all process in any legal action or proceedings arising out of or connected with this Deed or the Agreement.

EXECUTED as a deed on the date written above.

Schedule

Parties to Agreement including those who have executed earlier Deeds of Adherence

1. [•]
2. [•]
3. [•]
4. [•]
5. [•]

SCHEDULE 3**Shareholding structure of the Company as at the date of this Agreement**

Name of Shareholders	Number of Shares	Share Percentage
Auto King International Limited	6,010,191 ordinary shares	53.33%
Brilliant Cut Limited	774,032 ordinary shares	6.87%
Daily Charm Holdings Limited	755,360 ordinary shares	6.70%
Cheer Aim Investments Limited	475,200 ordinary shares	4.22%
Cosmic Discovery Limited	434,739 ordinary shares	3.86%
Mighty Sino International Limited	396,049 ordinary shares	3.51%
Nation Hero International Limited	316,721 ordinary shares	2.81%
Rainbow Avenue Limited	237,887 ordinary shares	2.11%
Pride Supreme Limited	272,874 ordinary shares	2.42%
Good Hero Global Limited	132,858 ordinary shares	1.18%
Major Delight Limited	49,569 ordinary shares	0.44%
Success Avenue Limited	44,520 ordinary shares	0.40%
Tiger Goal Limited	100,000 ordinary shares	0.89%
TOTAL	10,000,000 Ordinary Shares	88.74%
BOCI	833,782 Preference Shares	7.40%
Courage Elite Limited	174,825 Preference Shares	1.55%
China Venture Capital (Hong Kong) Co., Limited	87,413 Preference Shares	0.78%
IPE GROUP LIMITED	87,413 Preference Shares	0.78%
Weitian Limited	86,067 Preference Shares	0.76%
TOTAL	1,269,500 Preference Shares	11.26%
GRAND TOTAL	11,269,500 Shares	100%

SCHEDULE 4

Investors

Name of Investors	Registered Address	Contact Details	Process Agent
BOCI	26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong	Attention: Jiayi Liu Tel: +852 3988 6191 Email: HK-PE@bocigroup.com Add: 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong	N/A
Courage Elite Limited	Unit A, 3/F, Cheong Sun Tower, 116-118 Wing Lok Street, Sheung Wan, HK	Attention: Emmy Li Tel: +852 9729 8830 Email: emmyli@gmail.com Add: P.O. Box 35097, King's Road Post Office, North Point, Hong Kong	N/A
China Venture Capital (Hong Kong) Co., Limited	Room A, 15/F Fortis Tower, 77-79 Gloucester Road, Wan Chai, Hong Kong	Attention: 黄春生 Tel: +86-13828734465 Add: Room A, 15/F Fortis Tower, 77-79 Gloucester Road, Wan Chai, Hong Kong	N/A
IPE GROUP LIMITED	Unit 5-6, 23/F, Enterprise Square Three, 39 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong	Attention: 卢添美 Tel: +86-18520808227 Add: Unit 5-6, 23/F, Enterprise Square Three, 39 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong	N/A
Weitian Limited	P.O. Box 957, Offshore Incorporation Centre, Road Town, Tortola, British Virgin Island	Attention: Ng Chi Lung (吳志龍) Tel: +852 9698 8809 Add: Room 2106, 21/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan Hong Kong	Billion Team Investment Limited Unit 3309, 33/F, West Tower, Shun Tak Centre, Sheung Wan, Hong Kong Attention : Ng Chi Lung (吳志龍)

SCHEDULE 5

Ordinary Shareholders

Name of Ordinary Shareholders	Registered Address	Contact Details	Process Agent
Auto King International Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Brilliant Cut Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Daily Charm Holdings Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Cheer Aim Investments Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Cosmic Discovery Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Mighty Sino International Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Nation Hero	Vistra Corporate	Flat O, 10/F., Yue	Global Leader

International Limited	Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Enterprises Limited
Rainbow Avenue Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Pride Supreme Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Good Hero Global Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Major Delight Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Success Avenue Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Tiger Goal Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited

SCHEDULE 6

LIST OF THE PRC COMPANIES

1. Baide (Guangdong) Capital Management Co., Ltd. (百德 (广东) 资本管理有限公司), a wholly-foreign owned enterprise established under the laws of the PRC.
2. Guangzhou Dedao Capital Management Co., Ltd. (广州德道资本管理有限公司), a company incorporated under the laws of the PRC.
3. Guangzhou Baihui Enterprise Management Co., Ltd. (广州百辉企业管理有限公司), a company incorporated under the laws of the PRC.
4. Guangzhou Yide Capital Management Co., Ltd. (广州易德资本管理有限公司), a company incorporated under the laws of the PRC.
5. Guangzhou Zhengde Enterprise Management Co., Ltd. (广州正德企业管理有限公司), a company incorporated under the laws of the PRC.
6. Baide (Suzhou) Medical Co., Ltd. (百德 (苏州) 医疗有限公司), a company incorporated under the laws of the PRC (“**Suzhou Baide**”).
7. Guoke Baide (Guangdong) Medical Co., Ltd. (国科百德 (广东) 医疗有限公司), a company incorporated under the laws of the PRC.
8. Henan Ruide Medical Equipment Co., Ltd. (河南瑞德医疗器械有限公司), a company incorporated under the laws of the PRC.
9. Hunan Baide Medical Technology Co., Ltd. (湖南百德医疗科技有限公司), a company incorporated under the laws of the PRC.
10. Nanjing Changcheng Medical Equipment Co., Ltd. (南京长城医疗设备有限公司), a company incorporated under the laws of the PRC.
11. Guizhou Baiyuan Medical Co., Ltd. (贵州百源医疗有限公司), a company incorporated under the laws of the PRC.
12. Ruikede Biology Technology (Xiamen) Co., Ltd. (瑞科德生物科技 (厦门) 有限公司), a company incorporated under the laws of the PRC.

SCHEDULE 7

Event of Default

- (a) the Company and/or any Founder Party commits any breach of or omits to observe any of its undertakings or obligations under this Agreement, the Subscription Agreement, any other Transaction Documents, or any debt Securities in which the Company and/or any Founder Party is a party; or
- (b) (A) any Group Company has committed, or omitted to do, any act or thing in contravention of any Law, as a result of which the business operation of any Group Company in a major location in the PRC shall have to close or substantially scale down or will be materially adversely impacted, or (B) if due to any change in Law, or in the enforcement of such Law, or as a result of any necessary license and permit being revoked or not being renewed, the business operation of any Group Company in a major location in the PRC shall have to close or substantially scale down or will be materially adversely impacted; or
- (c) the Company and/or any Founder Party is unable or admits inability to pay its debts as they fall due or enters into any compromise, composition or other arrangement for the benefit of its creditors generally or any class of its creditors or any proceedings are commenced in relation to the Company and/or any Founder Party under any law, enactment, regulation or procedure relating to reconstruction, readjustment or rescheduling of debts; or
- (d) before the consummation of a Qualified IPO by the Company, any Founder Party, directly or indirectly, transfer, sell or dispose any Securities held by it in the Company or any Group Company not in accordance with this Agreement or without prior written consent from the Investors (as the case may be); or
- (e) any Founder and/or a majority of the Key Employees terminates his or her employment with any Group Company; or
- (f) any Founder and/or any Key Employee breaches or violates any of his or her non-competing obligations to any Group Company; or
- (g) the Founder (A) is not devoting his or her full working time to the conduct of, or (B) is not in response of any management of the business of a Group Company or the Group; or
- (h) a creditor takes possession of, or a distress, execution, sequestration is executed or enforced upon, the whole or any part of the business or assets of the Company and/or any Founder Party and such possession, distress, execution or sequestration is not contested on valid grounds, released, lifted, discharged or discontinued within fourteen (14) days; or
- (i) any Founder Party or any other person takes any action or any legal proceedings are started or other steps taken for (i) any Founder Party to be adjudicated or found bankrupt or insolvent, or (ii) the winding-up, liquidation or dissolution of any Founder Party, or (iii) the appointment of a liquidator, trustee, receiver, receiver manager, administrator, administrative receiver or similar officer of any Founder Party or of the whole or any part of any Founder Party's business, undertaking, properties, assets, rights or revenues; or

- (j) any outcome in any trial, action or proceeding against any Founder Party (including, but not limited to, the law suit filed by Changwen CAI (蔡长文) against the Founder in relation to her shareholding in Suzhou Baide) that (i) has contributed to the failure for the Company to consummate its Qualified IPO (including, but not limited to, the Company's withdrawal of its initial public offering of Ordinary Shares, or the Company's initial public offering application being rejected by the Stock Exchange); and/or (ii) would constitute a Material Adverse Change.

SCHEDULE 8

Indemnification Agreement

THIS INDEMNIFICATION AGREEMENT (this “*Agreement*”) is made as of _____, 2021, by and between Better Medical Investment Holdings Limited, a Cayman Islands company (the “*Company*”), and [●] (the “*Indemnitee*”), a director of the Company.

WHEREAS, the Indemnitee has agreed to serve as a director of the Company and in such capacity will render valuable services to the Company;

WHEREAS, in order to induce and encourage highly experienced and capable persons such as the Indemnitee to serve as directors of the Company, the Board of Directors has determined, that this Agreement is not only reasonable and prudent, but necessary to promote and ensure the best interests of the Company and its shareholders; and

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, and other good and valuable consideration, including, without limitation, the service of the Indemnitee, the receipt of which hereby is acknowledged, and in order to induce the Indemnitee to serve as a director of the Company, the Company and the Indemnitee hereby agree as follows:

1. **Definitions.** As used in this Agreement:

(a) “*Board of Directors*” shall mean the board of directors of the Company.

(b) “*Change in Control*” shall mean (i) any person (excluding any trustee or other fiduciary holding securities pursuant to an employee benefit or welfare plan or employee share plan of the Company or any subsidiary of the Company, or any entity organized, appointed, established or holding securities of the Company with voting power for or pursuant to the terms of any such plan) is or becomes the beneficial owner, directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company’s then outstanding securities without the prior approval of at least two-thirds of the Continuing Directors (as defined below) in office immediately prior to such person’s attaining such interest; (ii) the Company is a party to a merger, consolidation, scheme of arrangement, sale of assets or other reorganization, or a proxy contest, as a consequence of which Continuing Directors in office immediately prior to such transaction or event constitute less than a majority of the Board of Directors of the Company (or any successor entity) thereafter; or (iii) during any period of two (2) consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (including for this purpose any new director whose election or nomination for election by the Company’s shareholders was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such period) (such directors being referred to herein as “*Continuing Directors*”) cease for any reason to constitute at least a majority of the Board of Directors of the Company.

(c) “*Disinterested Director*” with respect to any request by the Indemnitee for indemnification or advancement of expenses hereunder shall mean a director of the Company who neither is nor was a party to the Proceeding (as defined below) in respect of which indemnification or advancement is being sought by the Indemnitee.

(d) The term “*Expenses*” shall mean, without limitation, reasonable expenses of Proceedings, including attorneys’ fees, disbursements and retainers, accounting and witness fees, expenses related to the preparation or service as a witness, travel and deposition costs, expenses of investigations, judicial or administrative proceedings and appeals, amounts paid in settlement of a Proceeding by or on behalf of the Indemnitee, reasonable costs of attachment or similar bonds, any reasonable expenses of attempting to establish or establishing a right to indemnification or advancement of expenses, under this Agreement, the Company’s Memorandum of Association and Articles of Association as currently in effect (the “*Articles*”), applicable law or otherwise, and reasonable compensation for time spent by the Indemnitee in connection with the investigation, defense or appeal of a Proceeding or action for indemnification for which the Indemnitee is not otherwise compensated by the Company or any third party. The term “Expenses” shall not include the amount of judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually levied against or sustained by the Indemnitee to the extent sustained after final adjudication.

(e) The term “*Independent Legal Counsel*” shall mean any firm of attorneys reasonably selected by the Board of Directors of the Company, so long as such firm has not represented the Company, the Company’s subsidiaries or affiliates, the Indemnitee, any entity controlled by the Indemnitee, or any party adverse to the Company, within the preceding two (2) years. Notwithstanding the foregoing, the term “Independent Legal Counsel” shall not include any person who, under applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee’s right to indemnification or advancement of expenses under this Agreement, the Company’s Articles, applicable law or otherwise.

(f) The term “*Proceeding*” shall mean any pending or completed action, suit, arbitration, alternate dispute resolution mechanism, or any other proceeding (including, without limitation, an appeal therefrom), formal or informal, whether brought in the name of the Company or otherwise, whether of a civil, criminal, administrative or investigative nature, and whether by, in or involving a court or an administrative, other governmental or private entity or body (including, without limitation, an investigation by the Company or its Board of Directors), by reason of (i) the fact that the Indemnitee is or was a director of the Company, or is or was serving at the request of the Company as an agent of another enterprise, whether or not the Indemnitee is serving in such capacity at the time any liability or expense is incurred for which indemnification or reimbursement is to be provided under this Agreement, (ii) any actual or alleged act or omission or neglect or breach of duty, including, without limitation, any actual or alleged error or misstatement or misleading statement, which the Indemnitee commits or suffers while acting in any such capacity, or (iii) the Indemnitee attempting to establish or establishing a right to indemnification or advancement of expenses pursuant to this Agreement, the Company’s Articles, applicable law or otherwise.

(g) The phrase “*serving at the request of the Company as an agent of another enterprise*” or any similar terminology shall mean, unless the context otherwise requires, serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic. The phrase “serving at the request of the Company” shall include, without limitation, any service as a director of the Company which imposes duties on, or involves services by, such director with respect to the Company or any of the Company’s subsidiaries, affiliates, employee benefit or welfare plans, such plan’s participants or beneficiaries or any other enterprise, foreign or domestic. In the event that the Indemnitee shall be a director, officer, employee or agent of another corporation, partnership, limited liability

company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic, more than fifty percent (50%) of the ordinary shares, combined voting power or total equity interest of which is owned by the Company or any subsidiary or affiliate thereof, then it shall be presumed conclusively that the Indemnitee is so acting at the request of the Company.

2. **Services by the Indemnitee.** The Indemnitee agrees to serve as a director of the Company under the terms of the Indemnitee's agreement with the Company (if any) for so long as the Indemnitee is duly elected and qualified, appointed or until such time as the Indemnitee tenders a resignation in writing or is removed as a director; provided, however, that the Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or other obligation imposed by operation of law).

3. **Proceeding Other Than a Proceeding By or In the Right of the Company.** The Company shall indemnify the Indemnitee if the Indemnitee is a party to or is otherwise involved in any Proceeding (other than a Proceeding by or in the right of the Company), by reason of the fact that the Indemnitee is or was a director of the Company, or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, interest or penalties, and excise taxes assessed with respect to any employee benefit or welfare plan (if applicable), which are actually and reasonably incurred by the Indemnitee in connection with such a Proceeding, to the fullest extent permitted by applicable law; provided, however, that any settlement of a Proceeding must be approved in advance in writing by the Company (which approval shall not be unreasonably withheld).

4. **Proceedings By or In the Right of the Company.** The Company shall indemnify the Indemnitee if the Indemnitee is a party to or threatened to be made a party to or is otherwise involved in any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Indemnitee is or was a director of the Company, or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, interest or penalties, and excise taxes assessed with respect to any employee benefit or welfare plan (if applicable), which are actually and reasonably incurred by the Indemnitee in connection with the defense or settlement of such a Proceeding, to the fullest extent permitted by applicable law.

5. **Indemnification for Costs, Charges and Expenses of Witness or Successful Party.** Notwithstanding any other provision of this Agreement (except as set forth in subparagraph 9(a) hereof), and without a requirement for determination as required by Paragraph 8 hereof, to the extent that the Indemnitee (a) has prepared to serve or has served as a witness in any Proceeding in any way relating to (i) the Company or any of the Company's subsidiaries, affiliates, employee benefit or welfare plans or such plan's participants or beneficiaries or (ii) anything done or not done by the Indemnitee as a director of the Company or in connection with serving at the request of the Company as an agent of another enterprise, or (b) has been successful in defense of any Proceeding or in defense of any claim, issue or matter therein, on the merits or otherwise, including the dismissal of a Proceeding without prejudice or the settlement of a Proceeding without an admission of liability, the Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee in connection therewith to the fullest extent permitted by applicable law.

6. **Partial Indemnification.** If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of the Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually and reasonably incurred by the Indemnitee in the investigation, defense,

appeal or settlement of any Proceeding, but not, however, for the total amount of the Indemnitee's Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, then the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses, judgments, fines, interest penalties or excise taxes to which the Indemnitee is entitled.

7. **Advancement of Expenses.** The Expenses incurred by the Indemnitee in any Proceeding shall be paid promptly by the Company in advance of the final disposition of the Proceeding at the written request of the Indemnitee to the fullest extent permitted by applicable law; provided, however, that the Indemnitee shall set forth in such request reasonable evidence that such Expenses have been incurred by the Indemnitee in connection with such Proceeding, a statement that such Expenses do not relate to any matter described in subparagraph 9(a) of this Agreement, and an undertaking in writing to repay any advances if it is ultimately determined as provided in subparagraph 9(b) of this Agreement that the Indemnitee is not entitled to indemnification under this Agreement.

8. **Indemnification Procedure; Determination of Right to Indemnification.**

(a) Promptly after receipt by the Indemnitee of notice of the commencement of any Proceeding, the Indemnitee shall, if a claim for indemnification or advancement of Expenses in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof in writing. The omission to so notify the Company will not relieve the Company from any liability which the Company may have to the Indemnitee under this Agreement unless the Company shall have lost significant substantive or procedural rights with respect to the defense of any Proceeding as a result of such omission to so notify.

(b) The Indemnitee shall be conclusively presumed to have met the relevant standards of conduct, if any, as defined by applicable law, for indemnification pursuant to this Agreement and shall be absolutely entitled to such indemnification, unless a determination by clear and convincing evidence is made that the Indemnitee has not met such standards by (i) the Board of Directors by a majority vote of a quorum thereof consisting of Disinterested Directors, (ii) the shareholders of the Company by majority vote of a quorum thereof consisting of shareholders who are not parties to the Proceeding due to which a claim for indemnification is made under this Agreement, (iii) Independent Legal Counsel as set forth in a written opinion (it being understood that such Independent Legal Counsel shall make such determination only if the quorum of Disinterested Directors referred to in clause (i) of this subparagraph 8(b) is not obtainable or if the Board of Directors of the Company by a majority vote of a quorum thereof consisting of Disinterested Directors so directs), or (iv) a court of competent jurisdiction; provided, however, that if a Change in Control shall have occurred and the Indemnitee so requests in writing, such determination shall be made only by a court of competent jurisdiction.

(c) If a claim for indemnification or advancement of Expenses under this Agreement is not paid by the Company within thirty (30) days after receipt by the Company of written notice thereof, the rights provided by this Agreement shall be enforceable by the Indemnitee in any court of competent jurisdiction. Such judicial proceeding shall be made *de novo*. The burden of proving by clear and convincing evidence that indemnification or advances are not appropriate shall be on the Company. Neither the failure of the directors or shareholders of the Company or Independent Legal Counsel to have made a determination prior to the commencement of such action that indemnification or advancement of Expenses is proper in the circumstances because the Indemnitee has met the applicable standard of conduct, if any, nor an actual determination by the directors or shareholders of the Company or Independent Legal

Counsel that the Indemnitee has not met the applicable standard of conduct shall create a presumption for the purpose of such an action that the Indemnitee has not met the applicable standard of conduct. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself (i) create a presumption that the Indemnitee did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Company and/or its shareholders, and, with respect to any criminal Proceeding, that the Indemnitee had reasonable cause to believe that his conduct was unlawful or (ii) otherwise adversely affect the rights of the Indemnitee to indemnification or advancement of Expenses under this Agreement, except as may be provided herein. The Company further agrees to stipulate in any such judicial proceeding that the Company is bound by all the provisions of this Agreement and is precluded from making any assertion to the contrary.

(d) If a court of competent jurisdiction shall determine that the Indemnitee is entitled to any indemnification or advancement of Expenses hereunder, the Company shall pay all Expenses actually and reasonably incurred by the Indemnitee in connection with such adjudication (including, but not limited to, any appellate proceedings). The Indemnitee's Expenses incurred in connection with any Proceeding concerning the Indemnitee's right to indemnification or advancement of Expenses in whole or in part pursuant to this Agreement shall also be indemnified by the Company, regardless of the outcome of such a Proceeding, to the fullest extent permitted by applicable law and the Company's Articles.

(e) With respect to any Proceeding for which indemnification or advancement of Expenses is requested, the Company will be entitled to participate therein at its own expense and, except as otherwise provided below, to the extent that it may wish, the Company may assume the defense thereof, with counsel reasonably satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election to assume the defense of a Proceeding, the Company will not be liable to the Indemnitee under this Agreement for any Expenses subsequently incurred by the Indemnitee in connection with the defense thereof, other than as provided below. The Company shall not settle any Proceeding in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. The Indemnitee shall have the right to employ his own counsel in any Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense of the Proceeding shall be at the expense of the Indemnitee, unless (i) the employment of counsel by the Indemnitee has been authorized by the Company, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of a Proceeding, or (iii) the Company shall not in fact have employed counsel to assume the defense of a proceeding, in each of which cases the fees and expenses of the Indemnitee's counsel shall be advanced by the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnitee has reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee.

9. Limitations on Indemnification. No payments pursuant to this Agreement shall be made by the Company:

(a) To indemnify or advance funds to the Indemnitee for Expenses with respect to (i) Proceedings initiated or brought voluntarily by the Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under this Agreement or any other statute or law or otherwise as required under applicable law or (ii) Expenses incurred by the Indemnitee in connection with preparing to serve or serving, prior to a Change in Control, as a witness in cooperation with any party or entity who or which has threatened or commenced any action or proceeding against the Company, or any director, officer, employee,

trustee, agent, representative, subsidiary, parent corporation or affiliate of the Company, but such indemnification or advancement of Expenses in each such case may be provided by the Company if the Board of Directors finds it to be appropriate;

(b) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, and sustained in any Proceeding for which payment is actually made to the Indemnitee under a valid and collectible insurance policy, except in respect of any excess beyond the amount of payment under such insurance;

(c) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, for which the Indemnitee is indemnified by the Company otherwise than pursuant to this Agreement;

(d) To indemnify the Indemnitee for any Expenses (including without limitation any Expenses relating to a Proceeding attempting to enforce this Agreement), judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, on account of the Indemnitee's conduct if such conduct shall be finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct, including, without limitation, breach of the duty of loyalty; or

(e) If a court of competent jurisdiction finally determines that any indemnification hereunder is unlawful.

10. Continuation of Indemnification. All agreements and obligations of the Company contained herein shall continue during the period that the Indemnitee is a director of the Company (or is or was serving at the request of the Company as an agent of another enterprise, foreign or domestic) and shall continue thereafter so long as the Indemnitee shall be subject to any possible Proceeding by reason of the fact that the Indemnitee was a director of the Company or serving in any other capacity referred to in this Paragraph 10.

11. Indemnification Hereunder Not Exclusive. The indemnification provided by this Agreement shall not be deemed to be exclusive of any other rights to which the Indemnitee may be entitled under the Company's Articles, any agreement, vote of shareholders or vote of Disinterested Directors, provisions of applicable law, or otherwise, both as to action or omission in the Indemnitee's official capacity and as to action or omission in another capacity on behalf of the Company while holding such office.

12. Successors and Assigns.

(a) This Agreement shall be binding upon, and shall inure to the benefit of, the Indemnitee and the Indemnitee's heirs, executors, administrators and assigns, whether or not the Indemnitee has ceased to be a director, and the Company and its successors and assigns. Upon the sale of all or substantially all of the business, assets or share capital of the Company to, or upon the merger of the Company into or with, any corporation, partnership, joint venture, trust or other person, this Agreement shall inure to the benefit of and be binding upon both the Indemnitee and such purchaser or successor person. Subject to the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other party hereto.

(b) If the Indemnitee is deceased and is entitled to indemnification under any provision of this Agreement, the Company shall indemnify the Indemnitee's estate and the Indemnitee's spouse, heirs, executors, administrators and assigns against, and the Company shall, and does hereby agree to assume, any and all Expenses actually and reasonably incurred by or for the Indemnitee or the Indemnitee's estate, in connection with the investigation, defense, appeal or settlement of any Proceeding. Further, when requested in writing by the spouse of the Indemnitee, and/or the Indemnitee's heirs, executors, administrators and assigns, the Company shall provide appropriate evidence of the Company's agreement set out herein to indemnify the Indemnitee against and to itself assume such Expenses.

13. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

14. Severability. Each and every paragraph, sentence, term and provision of this Agreement is separate and distinct so that if any paragraph, sentence, term or provision thereof shall be held to be invalid, unlawful or unenforceable for any reason, such invalidity, unlawfulness or unenforceability shall not affect the validity, unlawfulness or enforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Agreement may be modified by a court of competent jurisdiction to preserve its validity and to provide the Indemnitee with the broadest possible indemnification permitted under applicable law. The Company's inability, pursuant to a court order or decision, to perform its obligations under this Agreement shall not constitute a breach of this Agreement.

15. Savings Clause. If this Agreement or any paragraph, sentence, term or provision hereof is invalidated on any ground by any court of competent jurisdiction, the Company shall nevertheless indemnify the Indemnitee as to any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are incurred with respect to any Proceeding to the fullest extent permitted by any (a) applicable paragraph, sentence, term or provision of this Agreement that has not been invalidated or (b) applicable law.

16. Interpretation; Governing Law. This Agreement shall be construed as a whole and in accordance with its fair meaning and any ambiguities shall not be construed for or against either party. Headings are for convenience only and shall not be used in construing meaning. This Agreement shall be governed and interpreted in accordance with the laws of Hong Kong without regard to the conflict of laws principles thereof.

17. Amendments. No amendment, waiver, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by the party against whom enforcement is sought. The indemnification rights afforded to the Indemnitee hereby are contract rights and may not be diminished, eliminated or otherwise affected by amendments to the Company's Articles, or by other agreements, including directors' and officers' liability insurance policies, of the Company.

18. Third Party rights. Unless otherwise specified, the terms of this Agreement are not intended to be enforceable by virtue of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

19. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other.

20. Notices. Any notice required to be given under this Agreement shall be directed to [●], and to the Indemnitee at [●], Attention: [●], or to such other address as either shall designate to the other in writing.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement as of the date first written above.

INDEMNITEE

Name:

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED

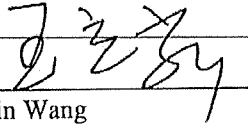
By:

Name:

Title:

Date:

For and on behalf of
BOCI Investment Limited



Name: Lixin Wang
Authorized Signatory

Date:

For and on behalf of
China Venture Capital (Hong Kong) Co., Limited



Name: Yi jun Wang

Director:

Date:

For and on behalf of
Courage Elite Limited



Name: Emmy Li
Director

Date:


For and on behalf of
IPE Group Limited



Name: Guangsheng Zeng
Director:

Date:

For and on behalf of
Weitian Limited


Name: NG CHI LUNG
Director:

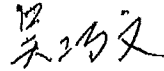
Date:

For and on behalf of
Auto King International Limited



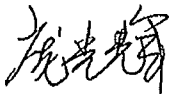
Name: WU Haimei 吳海梅
Director

For and on behalf of
Brilliant Cut Limited



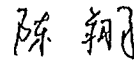
Name: WU Qiaowen 吳巧文
Director

For and on behalf of
Daily Charm Holdings Limited



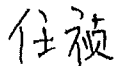
Name: PANG Guanghui 龐光輝
Director

For and on behalf of
Cheer Aim Investments Limited



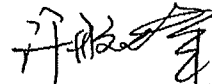
Name: CHEN Xiang 陳翔
Director

For and on behalf of
Cosmic Discovery Limited



Name: REN Zhen 任禎
Director

For and on behalf of
Mighty Sino International Limited



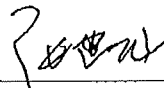
Name: XU Hangfeng 許航峰
Director

For and on behalf of
Nation Hero International Limited



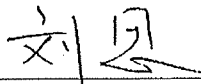
Name: OU Shouling 歐壽玲
Director

For and on behalf of
Rainbow Avenue Limited



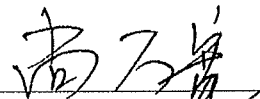
Name: ZHANG Jianlong 張建龍
Director

For and on behalf of
Pride Supreme Limited



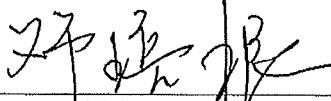
Name: LIU Si 劉思
Director

For and on behalf of
Major Delight Limited



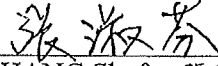
Name: SHANG Wankuan 尚萬寬
Director

For and on behalf of
Success Avenue Limited



Name: DENG Peigen 鄧培根
Director

For and on behalf of
Good Hero Global Limited



Name: ZHANG Shufen 張淑芬
Director

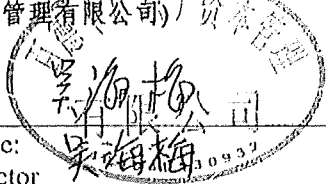
For and on behalf of
Tiger Goal Limited



Name: WAI Chung 韋聰
Director

For and on behalf of
Baide (Guangdong) Capital
Management Co., Ltd. (百德 (广东)
资本管理有限公司)

Name:
Director



For and on behalf of
Guangzhou Dedao Capital Management
Co., Ltd. (广州德道资本管理有限公司)

Name:
Director



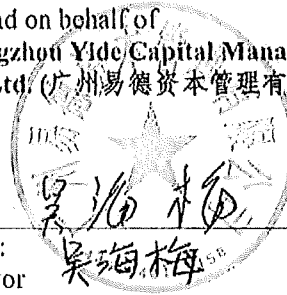
For and on behalf of
Guangzhou Baihui Enterprise
Management Co., Ltd. (广州百辉企业
管理有限公司)

Name:
Director



For and on behalf of
Guangzhou Yide Capital Management
Co., Ltd. (广州易德资本管理有限公司)

Name:
Director



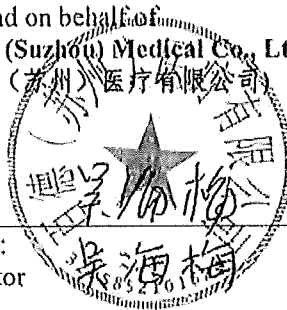
For and on behalf of
Guangzhou Zhengde Enterprise
Management Co., Ltd. (广州正德企业
管理有限公司)

Name:
Director



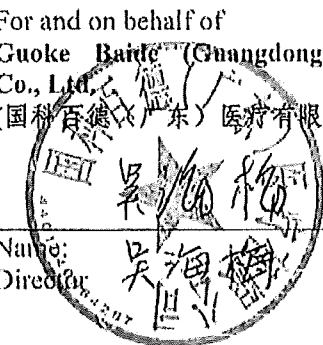
For and on behalf of
Baide (Suzhou) Medical Co., Ltd.
(百德 (苏州) 医疗有限公司)

Name:
Director



For and on behalf of
Guoke Baide (Guangdong) Medical
Co., Ltd. (国科百德 (广东) 医疗有限公司)

Name:
Director



For and on behalf of
Henan Ruide Medical Equipment Co.,
Ltd. (河南瑞德医疗器械有限公司)


Name:
Director




For and on behalf of
Hunan Baide Medical Technology Co., Ltd.
(湖南百德医疗科技有限公司)


Name: 邱莹
Director

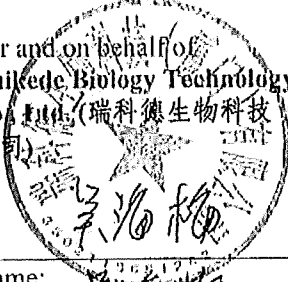
For and on behalf of
Nanjing Changcheng Medical Equipment Co., Ltd.
(南京长城医疗设备有限公司)


Name: 吴海梅
Director


For and on behalf of
Guizhou Baiyuan Medical Co., Ltd.
(贵州百源医疗有限公司)


Name: 邱莹
Director

For and on behalf of
Ruiliede Biology Technology (Xiamen) Co., Ltd.
(瑞科德生物科技(厦门)有限公司)


Name: 吴海梅
Director

For and on behalf of
Betters Medical Investment Holdings Limited


Name: 吴海梅
Director

For and on behalf of
Tycoon Choice Global Limited

吴海梅

Name: 吴海梅
Director:

WU HAIMEI (吴海梅)

吴海梅

For and on behalf of
**Baide Medical Investment Company
Limited**

(百德医疗投资有限公司)

吴海梅

Name: 吴海梅
Director:

DATE: 1 Sept 2021

**THE PERSONS NAMED IN SCHEDULE 1
(as the Vendors)**

AND

**BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED
百德医疗投资控股有限公司
(as the Company)**

**AGREEMENT FOR SALE AND PURCHASE
OF 1,243,303 ORDINARY SHARES IN
BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED
百德医疗投资控股有限公司**

**MICHAEL LI & CO.
19th Floor, Prosperity Tower
39 Queen's Road Central
Central, Hong Kong
(Re: CCL/AC/KUNG/FH/2015185)**

CONTENTS

<u>Clause</u>	<u>Heading</u>	<u>Page</u>
1.	Interpretation	3
2.	Sale and purchase of the Repurchase Shares	5
3.	Consideration	5
4.	Completion.....	5
5.	Restriction on announcements	6
6.	Warranties.....	7
7.	Further assurance.....	7
8.	Notices.....	7
9.	Time and no waiver	9
10.	Invalidity	9
11.	Amendments.....	9
12.	Assignment.....	9
13.	Entire agreement	9
14.	Costs.....	9
15.	Tax.....	10
16.	Governing law and jurisdiction.....	11
Schedules		
Schedule 1	19
Schedule 2	21
Execution		

THIS AGREEMENT is made on 1 Sept 2021

BETWEEN:

- (1) **BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED** 百德医疗投资控股有限公司, a company incorporated in the Cayman Islands with limited liability and having its registered office at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands and its principal place of business in Hong Kong at Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong (the “**Company**”); and
- (2) **THE PERSONS NAMED IN SCHEDULE 1** (the “**Vendors**” and each a “**Vendor**”).

WHEREAS:

- (A) As at the date hereof, the authorised share capital of the Company is HK\$392,695 divided into (i) 38,000,000 ordinary shares of HK\$0.01 each (the “**Ordinary Shares**” and each an “**Ordinary Share**”), of which 10,000,000 Ordinary Shares have been issued and are fully paid or credited as fully paid and (ii) 1,269,500 preference shares of HK\$0.01 each (the “**Preference Shares**” and each a “**Preference Share**”), of which 1,269,500 Preference Shares are issued and outstanding. As at the date hereof, the number of Ordinary Shares held by the Vendors and their respective percentage of shareholding in the Company are set out in Schedule 1.
- (B) The Vendors have agreed to sell and the Company has agreed to purchase respective number of Ordinary Shares set out in Schedule 2 legally and beneficially owned by the Vendors respectively (the “**Repurchase Shares**”) held by the Vendors subject to and upon the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement (including the Recitals), unless the context requires otherwise, the following words and expression shall have the meanings ascribed to each of them respectively below:

“**Bulletin 7**”

Bulletin on Several Issues concerning the Enterprise Income Tax on Indirect Asset Transfer by Non-Resident Enterprises (Bulletin [2015] No. 7) issued by the State Administration of Taxation, PRC (《关于非居民企业间接转让财产企业所得税若干问题的公告》国家税务总局公告2015年第7号)) and applicable PRC laws, regulations, rules and circulars in force from time to time that operate to amend, supplement and/or implement the aforesaid regulation or any part thereof

“Business Day”	a day (other than a Saturday, Sunday, public or statutory holiday and days on which a typical cyclone warning signal no. 8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours
“Completion”	completion of the sale and purchase of the respective Repurchase Shares in accordance with the terms and conditions of this Agreement
“Completion Date”	the date(s) falling within 60 days from the date of this Agreement or such other date as shall be agreed in writing between the parties hereto to this Agreement on which Completion takes place
“Consideration”	has the meaning ascribed thereto in Clause 3.1
“Encumbrance”	any mortgage, charge, pledge, lien, (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-purchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same and “Encumber” shall be construed accordingly
“Exchange Rate”	the agreed exchange rate of HK\$1 to RMB0.833501
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“PRC”	The People’s Republic of China
“this Agreement”	this agreement for the sale and purchase of the Repurchase Shares, as amended from time to time
“Withholding Sum”	the sum to be withheld by the Company from the Consideration payable by the Company to the Vendors, the amount of which is set out in Schedule 2
“HKS”	Hong Kong dollars, the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC

“US\$” United States dollars, the lawful currency of the United States of America

1.2 References herein to Clauses and Schedules are to clauses in and schedules to this Agreement unless the context requires otherwise to this Agreement shall be deemed to form part of this Agreement.

1.3 The expressions “Vendor” and “Company” shall, where the context permits, include their respective successors and personal representatives.

1.4 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

2. SALE AND PURCHASE OF THE REPURCHASE SHARES

2.1 Subject to and upon the terms and conditions of this Agreement, each of the Vendors shall as beneficial owner sell and the Company shall purchase the respective number of Repurchase Shares as set out in the Schedule 2 free from all Encumbrances together with all rights now and hereafter attaching thereto including but not limited to all dividends paid, declared or made in respect thereof at any time on or after the date of this Agreement.

2.2 Each of the Vendors and the Company agree that Completion of the respective Repurchase Shares may take place in separate Completion Dates and Completion of all of the Repurchase Shares need not be completed simultaneously.

3. CONSIDERATION

3.1 The aggregate consideration for the repurchase of all the Repurchase Shares shall be the sum of RMB66,773,584 (the “Consideration”).

3.2 The respective Consideration (after deducting the Withholding Sum) payable by the Company to the respective Vendors as set out in Schedule 2 shall be settled by the Company by way of cashier’s orders drawn against a licensed bank in Hong Kong in favour of the respective Vendors or bank transfer of an equivalent amount of HK\$ at the Exchange Rate to the designated bank accounts of the respective Vendors to be provided by the respective Vendors to the Company in writing within 60 days from the Completion Date.

4. COMPLETION

4.1 Completion of sale and purchase the respective Repurchase Shares shall take place on the respective Completion Date(s) when all the acts and requirements set out in this Clause 4 shall be complied with.

4.2 At Completion, each of the Vendors shall deliver or cause to be delivered to the

Company:

- (a) instrument of transfer in respect of the transfer of the respective Repurchase Shares duly executed by each of the Vendors in favour of the Company;
- (b) certified copy of resolutions of the board of directors or sole director of each of the Vendors and resolutions of shareholders or sole shareholder of each of the Vendors approving this Agreement and the transactions contemplated hereunder and authorising the execution of the same; and
- (c) such other documents as may be required to give to the Company good title to the respective Repurchase Shares and to enable the Company to become the registered owner thereof.

4.3 Against compliance and fulfillment of all acts and requirements set out in Clauses 4.2, the Company shall deliver to the Vendors copy, certified as true and complete by a director of the Company of resolutions of the board of directors of the Company approving this Agreement and the transactions contemplated hereunder, including but not limited to the cancellation of the Repurchase Shares and authorising the execution of the same.

4.4 Each of the Vendors hereby agrees and confirms that it hereby irrevocably authorises the Company to take any actions as are necessary, desirable or expedient for the cancellation of the Repurchase Shares.

4.5 Provided always that Completion has not yet taken place in respect of the Repurchase Shares held by a Vendor, the Company may at its absolute discretion at any time prior to the 60th day from the date of this Agreement notify such Vendor in writing its decision not to proceed with Completion of the sale and purchase of the Repurchase Shares held by such Vendor and thereafter, neither the Company or such Vendor shall have any obligations and liabilities towards each other hereunder in respect of the sale and purchase of such Repurchase Shares save for any antecedent breach of the terms hereof.

5. RESTRICTION ON ANNOUNCEMENTS

5.1 Each of the parties undertakes to the others that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law or any rule of any relevant stock exchange body, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

5.2 Except as required by law, rules or requests of any relevant stock exchange body, The Stock Exchange of Hong Kong Limited, the Securities and Futures

Commission or other regulatory authorities or any disclosure which is in connection with the listing of the Ordinary Shares of the Company on The Stock Exchange of Hong Kong Limited or other stock exchange or the application therefor, none of the parties hereto shall, directly or indirectly, make any announcement, disclosure or communication in relation to this Agreement or any matter ancillary hereto without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

6. **WARRANTIES**

In connection with the transactions provided for hereby, each of the Vendors represents and warrants to the Company as follows:

- (a) the respective Vendor is the legal and beneficial owner of the respective Repurchase Shares, and the respective Repurchase Shares are free from all Encumbrances and will be sold and transferred to the Company free from all Encumbrances together with all rights and entitlements now and hereafter attaching thereto and the Repurchase Shares are freely transferable to the Company without the consent, approval, permission, licence or concurrence of any third party;
- (b) the respective Vendor has full power and authority to enter into and perform this Agreement, and the provisions of this Agreement, when executed, will constitute valid and binding obligations on such Vendor in accordance with its terms; and
- (c) the execution and delivery of, and the performance by the respective Vendor of its obligations under, this Agreement will not result in a breach of any order, judgment or decree of any court or governmental agency to which such Vendor is a party or by which it is bound.

7. **FURTHER ASSURANCE**

Each of the Vendors shall execute, do and perform or procure to be executed, done and performed by other necessary parties all such further acts, agreements, assignments, assurances, deeds and documents as the Company may reasonably require to vest effectively the legal and beneficial ownership of the Repurchase Shares in the Company.

8. **NOTICES**

- 8.1 Each notice, demand or other communication given, made or serve under this Agreement shall be in writing and delivered or sent to the relevant party by prepaid postage (by airmail if to another country), facsimile transmission or personal delivery to its address or fax number as set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other parties):

To the Company

Address: Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong
Attention: the board of directors

To Brilliant Cut Limited

Address: Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories
Attention: the board of directors

To Daily Charm Holdings Limited

Address: Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories
Attention: the sole director

To Cheer Aim Investments Limited

Address: Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories
Attention: the sole director

To Cosmic Discovery Limited

Address: Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories
Attention: the board of directors

To Mighty Sino International Limited

Address: Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories
Attention: the board of directors

To Pride Supreme Limited

Address: Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories
Attention: the sole director

8.2 Each notice, demand or other communication given, made or serve under this Agreement shall be deemed to have been given and received by the relevant parties (i) within two (2) days after the date of posting, if sent by local mail; four (4) days after the date of posting, if sent by airmail; (ii) when delivered, if delivered by hand; and (iii) on despatch, if sent by facsimile transmission.

8.4 All the Vendors hereby irrevocably appoints Global Leader Enterprises Limited of Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories Hong Kong as their service agent to receive and acknowledge on its

behalf service of any notice, writ, summons, order, judgment or communication in relation to this Agreement and further agrees that any such legal process or notice shall be sufficiently served on it if delivered during normal office hours to such agent for service at its address for the time being in Hong Kong. All the Vendors further agree to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the Company informed of the name and address of such agent. Service on Global Leader Enterprises Limited (or such agent as may be notified by the Vendors from time to time) shall be deemed to be service on its appointer.

9. TIME AND NO WAIVER

Time shall in every respect be of the essence of this Agreement but no failure on the part of any party hereto to exercise, and no delay on its part in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any other right(s) or prejudice or affect any right(s) against any other parties hereto under the same liability, whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

10. INVALIDITY

If at any time any one or more of the provisions of this Agreement is/are or become(s) illegal, invalid or unenforceable in any respect under laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

11. AMENDMENTS

This Agreement shall not be amended, supplemented or modified except by instruments in writing signed by each of the parties hereto.

12. ASSIGNMENT

This Agreement shall be binding on and enure to the benefit of each party hereto and its respective successors and permitted assigns provided that none of the parties hereto shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the prior written consent of the other parties.

13. ENTIRE AGREEMENT

This Agreement constitutes an entire agreement between the parties hereto with respect to the matters dealt with herein and supersedes any previous agreements, arrangements, statements or transactions between the parties hereto in relation to the subject matters hereof.

14. COSTS

Each party shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and all documents incidental or relating to Completion.

15. **TAX**

- 15.1 Each party shall be responsible for any and all of their respective taxes that are required by applicable law (including, but not limited to, any (if any) payable in respect of the repurchase of the Repurchase Shares) in connection with the transactions contemplated by this Agreement, including, without limitation, sales taxes, income taxes, business taxes, capital gains taxes, stamp duties, value added taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expenses.
- 15.2 Subject to clauses 15.3 and 15.4 below, each Vendor shall, as soon as reasonably practicable after the signing of this Agreement (but in any case within the deadlines as prescribed by the applicable laws), at its expense, promptly, duly, accurately and properly make with the applicable taxing authority the relevant tax filings and disclosures that are required by applicable law in connection with the transactions contemplated by this Agreement, and provide the Company the relevant tax payment receipt.
- 15.3 The Vendors and the Company agree that (i) the Company shall withhold the Withholding Sum in HK\$ from the Consideration as set out in Schedule 2 as required under Bulletin 7 and other applicable rules and regulations; (ii) the Company shall make the relevant tax filings with the relevant tax authorities within the prescribed time limit as required under Bulletin 7 and other applicable rules and regulations; and (iii) the Company shall apply the Withholding Sum for paying any tax payable by the Vendors under and pursuant to Bulletin 7 (the "**Bulletin 7 Tax Amount**") in respect of the sale and purchase of the Repurchase Shares.
- 15.4 The Vendors and the Purchaser further agree that (i) if the amount of the Withholding Sum (based on the actual RMB against HK\$ exchange rate for converting the Withholding Sum into RMB for the purpose of payment of the Bulletin 7 Tax Amount) exceeds the Bulletin 7 Tax Amount after the Company's receipt of the tax notice issued by the relevant PRC tax authorities in respect of the Bulletin 7 Tax Amount, the Company shall release the excess amount of the Withholding Sum to the Vendors without interest after the Bulletin 7 Tax Amount has been fully paid; and (ii) if the amount of the Withholding Sum (based on the actual RMB against HK\$ exchange rate for converting the Withholding Sum into RMB for the purpose of payment of the Bulletin 7 Tax Amount) is less than the Bulletin 7 Tax Amount in accordance with the tax notice issued by the relevant PRC tax authorities, each of the Vendors shall pay their respective shortfall to the Company within three (3) Business Days after receipt of the Company's notice of the shortfall amount together with a copy of the relevant tax notice.

16. GOVERNING LAW AND JURISDICTION

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, without regard to principles of conflict of laws thereunder.
- 16.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 16.3 Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

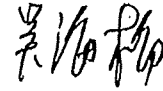
THE COMPANY

SIGNED by WU HAIMEI 吴海梅)

for and on behalf of)

**BETTERS MEDICAL INVESTMENT
HOLDINGS LIMITED**)

百德医疗投资控股有限公司)



Wu Haimei 吴海梅

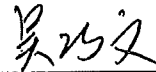
Director

BRILLIANT CUT

SIGNED by WU QIAOWEN 吴巧文)

for and on behalf of)

BRILLIANT CUT LIMITED)



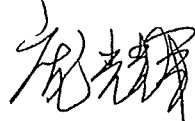
Wu Qiaowen 吴巧文
Director

DAILY CHARM

SIGNED by PANG GUANGHUI 龐光輝)

for and on behalf of)

DAILY CHARM HOLDINGS LIMITED)



Pang Guanghui 龐光輝
The sole director

CHEER AIM

SIGNED by CHEN XIANG 陳翔)

for and on behalf of)

CHEER AIM INVESTMENTS LIMITED)

陳翔

Chen Xiang 陳翔

The sole director

COSMIC DISCOVERY

SIGNED by REN ZHEN 任禎)

for and on behalf of)

COSMIC DISCOVERY LIMITED)

任禎

Ren Zhen 任禎
Director

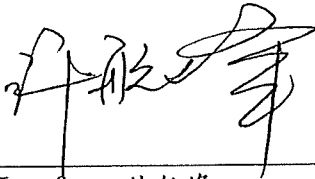
MIGHTY SINO

SIGNED by XU HANGFENG 許航峰

for and on behalf of

**MIGHTY SINO INTERNATIONAL
LIMITED**

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Xu Hangfeng 許航峰
Director

PRIDE SUPREME

SIGNED by LIU SI 劉思

for and on behalf of

PRIDE SUPREME LIMITED

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Liu Si 劉思

The sole director

Schedule 1

Name and address of the Vendors	Place of incorporation and company number	Number of Ordinary Shares held by the Vendors	Approximate percentage of shareholding in the issued share capital (including the Ordinary Shares and Preference Shares) of the Company as at the date of this agreement
BRILLIANT CUT LIMITED	British Virgin Islands	774,032	6.87%
Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	BVI company no.: 2049494		
DAILY CHARM HOLDINGS LIMITED	British Virgin Islands	755,360	6.70%
Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	BVI company no.: 2043827		
CHEER AIM INVESTMENTS LIMITED	British Virgin Islands	475,200	4.22%
Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	BVI company no.: 2049852		
COSMIC DISCOVERY LIMITED	British Virgin Islands	434,739	3.86%
Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	BVI company no.: 2042862		
MIGHTY SINO INTERNATIONAL LIMITED	British Virgin Islands	396,049	3.51%

Vistra Corporate Services Centre,
Wickhams Cay II, Road Town,
Tortola, VG1110, British Virgin
Islands

BVI company no.:
2047981

PRIDE SUPREME LIMITED British Virgin Islands 272,874 2.42%

Vistra Corporate Services Centre,
Wickhams Cay II, Road Town,
Tortola, VG1110, British Virgin
Islands

BVI company no.:
2045960

Schedule 2

Name of Vendors	Number of Ordinary Shares to be repurchased from the Vendors by the Company	Consideration for the respective amount of the Repurchase Shares	Amount of the Withholding Sum	Consideration payable to the Vendors after deducting the Withholding Sum
BRILLIANT CUT LIMITED	309,613	RMB16,628,271 (equivalent to HK\$19,949,911)	RMB1,662,827.1 (equivalent to HK\$1,994,991.1)	RMB14,965,443.9 (equivalent to HK\$17,954,919.9)
DAILY CHARM HOLDINGS LIMITED	302,144	RMB16,227,147 (equivalent to HK\$19,468,659)	RMB1,622,714.7 (equivalent to HK\$1,946,865.9)	RMB14,604,432.3 (equivalent to HK\$17,521,793.1)
CHEER AIM INVESTMENTS LIMITED	190,080	RMB10,208,563 (equivalent to HK\$12,247,811)	RMB1,020,856.3 (equivalent to HK\$1,224,781.1)	RMB9,187,706.7 (equivalent to HK\$11,023,029.9)
COSMIC DISCOVERY LIMITED	173,896	RMB9,339,353 (equivalent to HK\$11,204,969)	RMB933,935.3 (equivalent to HK\$1,120,496.9)	RMB8,405,417.7 (equivalent to HK\$10,084,472.1)
MIGHTY SINO INTERNATIONAL LIMITED	158,420	RMB8,508,189 (equivalent to HK\$10,207,773)	RMB850,818.9 (equivalent to HK\$1,020,777.3)	RMB7,657,370.1 (equivalent to HK\$9,186,995.7)
PRIDE SUPREME LIMITED	109,150	RMB5,862,061 (equivalent to HK\$7,033,058)	RMB586,206.1 (equivalent to HK\$703,305.8)	RMB5,275,854.9 (equivalent to HK\$6,329,752.2)